

Mississippi Electronic Courts
Eighth Chancery Court District (Harrison Chancery Court - Gulfport)
CIVIL DOCKET FOR CASE #: 24CH1:25-cv-00687-MA

PAUL B. CALDARERA v. PHH MORTGAGE SERVICES
et al

Assigned to: Margaret Alfonso

Date Filed: 04/07/2025

Current Days Pending: 45

Total Case Age: 45

Jury Demand: None

Nature of Suit: Injunction or Restraining
Order (56)

Upcoming Settings:

Hearing: 05/22/2025 - 09:00 AM - Gulfport Chancery
Courtroom 2

Plaintiff

PAUL B. CALDARERA
105 SOUTH SEASHORE AVENUE
LONG BEACH, MS 39560

represented by **James B Wright, Jr**
Mississippi Center for Legal Services
Corp
520 E.Pass Rd., Suite J
GULFPORT, MS 39507
228-896-9148
Fax: 228-896-7970
Email: jwright@mslegalservices.org
ATTORNEY TO BE NOTICED

V.

Defendant

**BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS
TRUSTEE FOR MORTGAGE
ASSETS MANAGEMENT SERIES 1
TRUST**
240 GREENWICH STREET
NEW YORK, NY 10286

represented by **John T. Rouse**
McGlinchey Stafford
1020 Highland Colony Parkway
Suite 702
RIDGELAND, MS 39157
769-524-2329
Fax: 601-608-7871
Email: jrouse@mcglinchey.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

**PHH MORTGAGE
CORPORATION C/O
CORPORATION SERVICE
COMPANY**
109 EXECUTIVE DRIVE, SUITE 3
MADISON, MS 39110

Date Filed	#	Docket Text

04/07/2025	<u>1</u>	PAUPER'S AFFIDAVIT by PAUL B. CALDARERA. (KH) (Entered: 04/07/2025)
04/07/2025	<u>3</u>	Civil Cover Sheet. (KH) (Entered: 04/07/2025)
04/07/2025	<u>4</u>	COMPLAINT FOR DECLARATORY JUDGMENT, TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, AND PERMANENT INJUNCTION, filed by PAUL B. CALDARERA. (KH) (Entered: 04/07/2025)
04/07/2025	<u>5</u>	ATTORNEY'S AFFIDAVIT by James B Wright, Jr. (KH) (Entered: 04/07/2025)
04/07/2025		Set/Reset Hearings: Return on TRO set for 4/17/2025 09:00 AM in Gulfport Chancery Courtroom 2 before Margaret Alfonso. (Danzey, Joy) (Entered: 04/07/2025)
04/07/2025	<u>6</u>	TEMPORARY RESTRAINING ORDER. COPY GIVEN. Signed by Judge Margaret Alfonso on 4/7/2025. (KH) (Entered: 04/07/2025)
04/07/2025	<u>7</u>	CASH BOND in the amount of \$250.00. Posted by PAUL B. CALDARERA. Check Number 3249. (KH) (Entered: 04/07/2025)
04/08/2025	<u>8</u>	SUMMONS Issued for service upon BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES 1 TRUST. (LS) (Entered: 04/08/2025)
04/08/2025	<u>9</u>	SUMMONS Issued for service upon PHH MORTGAGE SERVICES. (LS) (Entered: 04/08/2025)
04/08/2025	<u>10</u>	Rule 81 SUMMONS Issued for service upon BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES 1 TRUST. (LS) (Entered: 04/08/2025)
04/08/2025	<u>11</u>	Rule 81 SUMMONS Issued for service upon PHH MORTGAGE SERVICES. (LS) (Entered: 04/08/2025)
04/15/2025		Set/Reset Hearings: Return on TRO set for 5/22/2025 09:00 AM in Gulfport Chancery Courtroom 2 before Margaret Alfonso. (Danzey, Joy) (Entered: 04/15/2025)
04/17/2025	<u>13</u>	AGREED ORDER RESETTING CASE. COPIES MAILED. Signed by Judge Margaret Alfonso on 4/17/25. (Vancleef, Jenna) (Entered: 04/17/2025)
04/22/2025	<u>14</u>	Rule 81 SUMMONS Returned Executed by PAUL B. CALDARERA. Re: ** <u>11</u> Rule 81 SUMMONS Issued for service upon PHH MORTGAGE SERVICES. (LS)** PHH MORTGAGE SERVICES served on 4/16/2025. Service type: Certified Mail (Wright, James) (Entered: 04/22/2025)
04/22/2025	<u>15</u>	SUMMONS Returned Executed by PAUL B. CALDARERA. Re: ** <u>9</u> SUMMONS Issued for service upon PHH MORTGAGE SERVICES. (LS)** Service type: Certified Mail (Wright, James) (Entered: 04/22/2025)
05/13/2025	<u>16</u>	Rule 81 SUMMONS Issued for service upon BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE

		ASSETS MANAGEMENT SERIES 1 TRUST. (LS) (Entered: 05/13/2025)
05/13/2025	<u>17</u>	SUMMONS Issued for service upon BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES 1 TRUST. (LS) (Entered: 05/13/2025)
05/13/2025	<u>18</u>	Rule 81 SUMMONS Issued for service upon PHH MORTGAGE CORPORATION C/O CORPORATION SERVICE COMPANY. (LS) (Entered: 05/13/2025)
05/13/2025	<u>19</u>	SUMMONS Issued for service upon PHH MORTGAGE CORPORATION C/O CORPORATION SERVICE COMPANY. (LS) (Entered: 05/13/2025)
05/13/2025	<u>20</u>	AMENDED COMPLAINT against BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES 1 TRUST, PHH MORTGAGE CORPORATION C/O CORPORATION SERVICE COMPANY, filed by PAUL B. CALDARERA. (Wright, James) (Entered: 05/13/2025)
05/21/2025	<u>21</u>	NOTICE of Notice of Removal by BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES 1 TRUST (Attachments: # <u>1</u> Exhibit A - Notice of Removal,) (Rouse, John) (Entered: 05/21/2025)

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

FILED

APR - 7 2025

ANGELA THRASH
CHANCERY CLERK

BY _____ D.C.

PAUL B. CALDARERA,
Plaintiff,

v.

PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS TRUSTEE
FOR MORTGAGE ASSETS
MANAGEMENT SERIES I TRUST,
Defendants.

CIVIL ACTION NO.:

25-687(3)

PAUPER'S AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

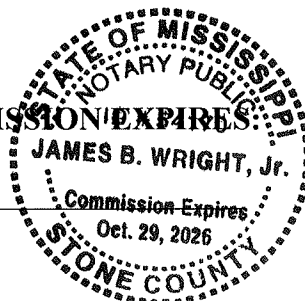
PERSONALLY APPEARED BEFORE ME, the undersigned authority, a Notary Public in and for and for the aforesaid jurisdiction, PAUL CALDARERA who being first duly sworn by me, deposes and says that he is a citizen of the State of Mississippi and, because of his poverty, he is not able to pay the costs or give security for the same in the Complaint filed herein, which he is about to commence, and that, to the best of his belief, he is entitled to the redress which he seeks by such suit.

Paul B. Caldareva
PAUL CALDARERA

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 7 day of April,
2025.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:



COVER SHEET		Court Identification Docket #		Case Year	Docket Number
Civil Case Filing Form <i>(To be completed by Attorney/Party Prior to Filing of Pleading)</i>		<div style="border: 1px solid black; padding: 2px; display: inline-block;">24</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">01</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">CH</div>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">2025</div>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">687</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">(3)</div>	<div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div>
		County # Judicial District Court ID (CH, CI, CO)			
		<div style="border: 1px solid black; padding: 2px; display: inline-block;">04</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">07</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">25</div>			
		Month Date Year			
		This area to be completed by clerk			
Mississippi Supreme Court Form AOC/01 Administrative Office of Courts (Rev 2009)		Case Number if filed prior to 1/1/94			
In the _____		Court of <u>HARRISON</u>		County — <u>FIRST</u>	Judicial District
Origin of Suit (Place an "X" in one box only)					
<input checked="" type="checkbox"/> Initial Filing <input type="checkbox"/> Reinstated <input type="checkbox"/> Remanded <input type="checkbox"/> Reopened		<input type="checkbox"/> Foreign Judgment Enrolled <input type="checkbox"/> Joining Suit/Action		<input type="checkbox"/> Transfer from Other court <input type="checkbox"/> Appeal <input type="checkbox"/> Other	
Plaintiff - Party(ies) Initially Bringing Suit Should Be Entered First - Enter Additional Plaintiffs on Separate Form					
Individual <u>Caldarera</u> <u>Paul</u> Last Name First Name Maiden Name, if applicable B.M.I. Jr/Sr/III/IV					
<input type="checkbox"/> Check (x) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: Estate of _____					
<input type="checkbox"/> Check (x) if Individual Plaintiff is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity D/B/A or Agency _____					
Business _____ Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated					
<input type="checkbox"/> Check (x) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below: D/B/A _____					
Address of Plaintiff <u>105 South Seashore Ave. Long Beach, MS 39560</u>					
Attorney (Name & Address) <u>James B. Wright 520 East Pass Rd., Suite J, Gulfport, MS 39507</u>				MS Bar No. <u>8791</u>	
<input type="checkbox"/> Check (x) if Individual Filing Initial Pleading is NOT an attorney					
Signature of Individual Filing: _____					
Defendant - Name of Defendant - Enter Additional Defendants on Separate Form					
Individual _____ Last Name First Name Maiden Name, if applicable M.I. Jr/Sr/III/IV					
<input type="checkbox"/> Check (x) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: Estate of _____					
<input type="checkbox"/> Check (x) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: D/B/A or Agency _____					
Business <u>PHH MORTGAGE SERVICES and BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGA</u> Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated					
<input type="checkbox"/> Check (x) if Business Defendant is acting in the name of an entity other than the above, and enter below: D/B/A _____					
Attorney (Name & Address) - If Known _____				MS Bar No. _____	
Damages Sought: Compensatory \$ _____ Punitive \$ _____ <input type="checkbox"/> Check (x) if child support is contemplated as an issue in this suit.* *If checked, please submit completed Child Support Information Sheet with this Cover Sheet					
Nature of Suit (Place an "X" in one box only)					
Domestic Relations		Business/Commercial		Children/Minors - Non-Domestic	Real Property
<input type="checkbox"/> Child Custody/Visitation <input type="checkbox"/> Child Support <input type="checkbox"/> Contempt <input type="checkbox"/> Divorce: Fault <input type="checkbox"/> Divorce: Irreconcilable Diff. <input type="checkbox"/> Domestic Abuse <input type="checkbox"/> Emancipation <input type="checkbox"/> Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Property Division <input type="checkbox"/> Separate Maintenance <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> UIFSA (eff 7/1/97; formerly URESA) <input type="checkbox"/> Other _____		<input type="checkbox"/> Accounting (Business) <input type="checkbox"/> Business Dissolution <input type="checkbox"/> Debt Collection <input type="checkbox"/> Employment <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Replevin <input type="checkbox"/> Other _____		<input type="checkbox"/> Adoption - Contested <input type="checkbox"/> Adoption - Uncontested <input type="checkbox"/> Consent to Abortion Minor <input type="checkbox"/> Removal of Minority <input type="checkbox"/> Other _____	<input type="checkbox"/> Adverse Possession <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain <input type="checkbox"/> Eviction <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Lien Assertion <input type="checkbox"/> Partition <input type="checkbox"/> Tax Sale: Confirm/Cancel <input type="checkbox"/> Title Boundary or Easement <input type="checkbox"/> Other _____
Appeals		Probate		Civil Rights	Torts
<input type="checkbox"/> Administrative Agency <input type="checkbox"/> County Court <input type="checkbox"/> Hardship Petition (Driver License) <input type="checkbox"/> Justice Court <input type="checkbox"/> MS Dept Employment Security <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other _____		<input type="checkbox"/> Accounting (Probate) <input type="checkbox"/> Birth Certificate Correction <input type="checkbox"/> Commitment <input type="checkbox"/> Conservatorship <input type="checkbox"/> Guardianship <input type="checkbox"/> Heirship <input type="checkbox"/> Intestate Estate <input type="checkbox"/> Minor's Settlement <input type="checkbox"/> Muniment of Title <input type="checkbox"/> Name Change <input type="checkbox"/> Testate Estate <input type="checkbox"/> Will Contest <input type="checkbox"/> Other _____		<input type="checkbox"/> Elections <input type="checkbox"/> Expungement <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Post Conviction Relief/Prisoner <input type="checkbox"/> Other _____	<input type="checkbox"/> Bad Faith <input type="checkbox"/> Fraud <input type="checkbox"/> Loss of Consortium <input type="checkbox"/> Malpractice - Legal <input type="checkbox"/> Malpractice - Medical <input type="checkbox"/> Mass Tort <input type="checkbox"/> Negligence - General <input type="checkbox"/> Negligence - Motor Vehicle <input type="checkbox"/> Product Liability <input type="checkbox"/> Subrogation <input type="checkbox"/> Wrongful Death <input type="checkbox"/> Other _____
				Contract	
				<input type="checkbox"/> Breach of Contract <input type="checkbox"/> Installment Contract <input type="checkbox"/> Insurance <input type="checkbox"/> Specific Performance <input type="checkbox"/> Other _____	
				Statutes/Rules	
				<input type="checkbox"/> Bond Validation <input type="checkbox"/> Civil Forfeiture <input type="checkbox"/> Declaratory Judgment <input checked="" type="checkbox"/> Injunction or Restraining Order <input type="checkbox"/> Other _____	

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

FILED

APR - 7 2025

ANGELA THRASH
CHANCERY CLERK

BY _____ D.C.

PAUL B. CALDARERA,
Plaintiff,

v.

PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT SERIES I
TRUST,
Defendants.

CIVIL ACTION NO.: 25-687(3)

**COMPLAINT FOR DECLARATORY JUDGMENT, TEMPORARY RESTRAINING
ORDER, PRELIMINARY INJUNCTION, AND PERMANENT INJUNCTION**

COMES NOW, the Plaintiff, Paul B. Caldara, by and through undersigned counsel, and files this Complaint for Declaratory Judgment, Temporary Restraining Order (TRO), Preliminary Injunction, and Permanent Injunction against PHH Mortgage Services and Bank of New York Mellon Trust Company, N.A., as Trustee for Mortgage Assets Management Series I Trust (collectively, "Defendants"), to prevent the wrongful foreclosure of Plaintiff's property and seek clarification of the rights and obligations under the mortgage agreement

I. PARTIES AND JURISDICTION

1. Plaintiff, PAUL B. CALDARERA, is an adult resident citizen of Harrison County, Mississippi, residing at 105 South Seashore Avenue, Long Beach, Mississippi 39560.
2. Defendant, PHH MORTGAGE SERVICES, is a mortgage servicing company authorized to do business in the State of Mississippi and may be served with process C T CORPORATION SYSTEM, 631 Lakeland East Drive, Flowood, MS 39232.

3. Defendant, BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST, is a financial institution and may be served with process at 240 Greenwich Street, New York, New York 10286.
4. This Court has jurisdiction pursuant to Miss. Code Ann. § 9-5-81 and venue is proper in Harrison County, Mississippi, where the subject property is located.

II. FACTS

5. On October 26, 2011, Plaintiff obtained a reverse mortgage from Generation Mortgage Company, secured by a Deed of Trust on his property located at 105 South Seashore Avenue, Long Beach, Mississippi 39560. The Reverse Mortgage Loan Agreement and the Deed of Trust are attached as Exhibits “A” and “B” respectively.
6. Paragraph 3 of the Deed of Trust is entitled “Fire, Flood and Other Hazard Insurance.” It requires the borrower to insure the property against “hazards, casualties, and contingencies, including fire,” as do most all similar deeds of trust. However, absent from that paragraph is any requirement that the borrower maintain wind damage insurance, notwithstanding that wind damage insurance was available at the time of the origination of this mortgage. In fact, nowhere in the document is there a single mention of the word “wind,” nor is there any express provision that would require the borrower to secure wind damage insurance. Since wind damage is a significant and material issue to be considered

for property located on the Gulf Coast, it becomes evident that the parties did not intend to require such coverage.

7. Section 15 of the Deed of Trust provides in part:

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

8. At the time of loan origination, Plaintiff was not required to obtain wind damage insurance, nor was he asked to secure such insurance coverage. Frankly, he most likely would not have entered into the reverse mortgage agreement in the first place, had such a requirement existed due to financial constraints, being his inability to afford such insurance coverage from the very beginning of the reverse mortgage.
9. Generation Mortgage Company was certainly aware of this situation since it required financial statements from the borrow as a condition to making the loan.
10. On September 21, 2021, the Deed of Trust was assigned From Generation Mortgage Company to Mortgage Assets Management, LLC. Exhibit "C."
11. At some point in time subsequent to the assignment of the Deed of Trust, the servicing responsibility was transferred to PHH MORTGAGE SERVICES.
12. On June 29, 2023, Mr. Calderara received a letter dated June 20, 2023 from PHH's insurance department, advising that his wind insurance had "expired," that it is required, and that PHH will purchase force-placed wind insurance coverage if Mr. Calderara did not himself secure such coverage. PHH also demanded that the coverage should be effect as of June 19, 2022.
13. On July 29, 2023, Mr. Calderara received a letter dated July 20, 2023 from PHH advising again that the wind damage insurance had "expired," and that it intends to purchase such

coverage for \$1,213.00. Mr. Calderara called PHH and objected to the proposed action by PHH.

14. In response to Mr. Calderara's objection, PHH sent a letter dated August 17, 2023 advising that it had completed its investigation of the wind damage insurance issue, stating that wind insurance coverage is required on all loans.
15. On April 16, 2024, Plaintiff received an unsigned letter from PHH, dated April 11, 2024, regarding the wind insurance requirement. In this letter, PHH stated that the determination of insurance was a state requirement, and that Plaintiff must obtain the appropriate coverage as mandated by the state. This claim is unsupported by both the original deed of trust and the mortgage agreement, as no such provision explicitly requires wind insurance. That is simply false and a fraudulent misrepresentation of the insurance laws of Mississippi designed to force Mr. Calderara to purchase insurance that he was not required to purchase. Exhibit "D."
16. PHH further implied that the wind damage insurance may be required by the Secretary of Housing and Urban Development. That is likewise untrue and a fraudulent misrepresentation to Mr. Calderara, asserted to induce him to bear a risk of exposure, and to incur a substantial expense that he simply cannot afford to incur and should not be forced to incur.
17. On May 20, 2024, the Deed of Trust was subsequently assigned to BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST. See Exhibit "E."

18. On July 22, 2024, Mr. Calderara received a *Notice of Acceleration and Foreclosure* dated July 18, 2024 from Rubin Lublin, LLC, attorneys for Generation Mortgage Company. The letter advised that a foreclosure sale had been set for August 28, 2024.
19. After being engaged as Mr. Calderara's attorneys, our Corporation sent on August 20, 2024, a "Cease and Desist Demand" and a separate RESPA "notice of error/request for information" to PHH Mortgage and Rubin Lublin, LLC, attached as Exhibits "F" and "G," respectively.
20. On August 23, 2024, Michael Baringer, Esq., Senior Foreclosure Attorney with Rubin Lublin LLC, attorneys for defendants, sent an email to our Corporation advising that the foreclosure sale is cancelled. Exhibit "H."
21. On March 4, 2025, our Corporation received by certified mail from Rubin Lublin, LLC, dated February 28, 2025, a second *Notice of Acceleration and Foreclosure*, with respect to Mr. Calderara's mortgage. Exhibit "I."
22. On March 5, 2025, our Corporation sent, via certified mail and email, an second Qualified Written Request, including a Notice of Error and Request for Information with respect to the force-placed wind damage insurance purchased by PHH. Exhibit "J." PHH sent a confirmation of receipt of the request via email, attached as Exhibit "K."
23. Plaintiff contends that the Defendants' actions constitute a breach of the mortgage loan agreement, violations of the Real Estate Settlement Procedures Act (RESPA) and Mississippi Code Section 81-18-55, that such actions are unconscionable, and contrary to numerous tenets of Mississippi law, including the duty of good faith and fair dealing.

III. CAUSES OF ACTION

COUNT ONE: DECLARATORY JUDGMENT

11. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
12. Plaintiff seeks a declaratory judgment that Defendants have no right to require wind insurance under the original mortgage agreement, that even if there might be implied such a requirement, such requirement was knowingly and voluntarily waived, and that Defendants' attempt to impose such a requirement is invalid and contrary to law.

COUNT TWO: TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF

13. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
14. Plaintiff will suffer immediate and irreparable harm if the foreclosure scheduled for April 9, 2025, is allowed to proceed.
15. Plaintiff has a substantial likelihood of success on the merits, as Defendants are attempting to impose a new obligation that was never part of the original agreement or has been was knowingly and voluntarily waived.
16. Plaintiff has no adequate remedy at law, and the balance of equities favors preventing foreclosure pending resolution of this matter.

COUNT THREE: BREACH OF CONTRACT AND UNCONSCIONABILITY

17. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
18. The Defendants' actions in requiring wind insurance constitute a material and unilateral modification of the original reverse mortgage agreement. Such modification was never agreed upon by Plaintiff, and enforcing this term after more than a decade of non-enforcement is not only unconscionable but also represents a violation of Plaintiff's reasonable expectations under the original contract.

19. Plaintiff seeks a permanent injunction to prohibit defendants from requiring wind damage insurance on the property.
20. Plaintiff seeks damages, including actual damages, attorneys' fees, and statutory penalties as permitted under Mississippi law.

COUNT FOUR: VIOLATION OF MISSISSIPPI CODE § 81-18-55

20. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
21. Defendants have imposed fees and costs that are not authorized by the original contract, in violation of the Mississippi S.A.F.E. Act, specifically, Mississippi Code § 81-18-55.
22. Plaintiff seeks damages, including actual damages, attorneys' fees, and statutory penalties as permitted under Mississippi law.

COUNT FIVE: VIOLATION OF RESPA (12 U.S.C. § 2605, 12 C.F.R. § 1024.37)

23. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
24. Defendants improperly imposed force-placed wind insurance without compliance with RESPA's notice requirements, are contrary to state contract law and are in violation of RESPA.
25. Defendants' failure to properly respond to Plaintiff's Notice of Error and Request for Information violated RESPA, causing Plaintiff to incur significant harm, including unnecessary costs and delay. Defendants' failure to address the error compounded Plaintiff's financial and emotional distress, and Plaintiff seeks statutory damages as well as actual, consequential, and compensatory damages for these violations.
26. Plaintiff seeks statutory damages pursuant to RESPA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT SIX: VIOLATION OF TILA (15 U.S.C. § 1639g)

26. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
27. Defendants included unauthorized charges for wind insurance in Plaintiff's payoff statement, violating TILA's disclosure requirements.
28. Plaintiff seeks statutory damages pursuant to TILA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT SEVEN: VIOLATION OF FDCPA (15 U.S.C. § 1692e, 1692f)

28. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
29. Defendants made false representations regarding the necessity of wind insurance, since enforcement of such provisions have been waived, and engaged in unfair debt collection practices, in violation of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692e and § 1692.
30. Defendants' actions in sending misleading letters regarding the necessity of wind insurance and their false representation of the contractual obligations under the mortgage agreement constitute violations of the **Fair Debt Collection Practices Act (FDCPA)**, specifically 15 U.S.C. § 1692e and § 1692f, which prohibit false representations and unfair practices in debt collection.
31. Plaintiff seeks statutory damages pursuant to FDCPA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT EIGHT: VIOLATION OF UDAAP (12 U.S.C. § 5531)

30. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.


31. Defendants engaged in deceptive mortgage servicing practices by misrepresenting Mississippi law and contract terms regarding wind insurance, contrary to 12 U.S.C. § 5531, the Unfair, Deceptive, or Abusive Acts or Practices Act.
32. Plaintiff seeks statutory damages pursuant to UDAAP, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court:

- A. Issue a Temporary Restraining Order Enjoining Defendants from proceeding with the foreclosure sale of Plaintiff's property pending further order of the Court;
- B. Enter a Preliminary and Permanent Injunction prohibiting Defendants from enforcing the wind insurance requirement and foreclosing on Plaintiff's property;
- C. Declare that Defendants' actions in imposing wind insurance are unenforceable and a violation of the original mortgage agreement;
- D. Award Plaintiff statutory penalties, actual damages, consequential and compensatory damages, attorneys' fees, and costs as permitted under RESPA, TILA, FDCPA, and all other applicable federal and state laws;
- E. Grant such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED, this ____ day of March 2025.

BY: 
**James B. Wright – Managing Attorney at
Mississippi Center for Legal Services**

James B. Wright, MSB# 8791

Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
PH: 228-896-9148 Ext. 2559
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W. David Watkins

(MSB # 6986)
Foreclosure Defense Staff Attorney
Post Office Box 951
Jackson, MS 39205-0951
(601) 427-3650
wwatkins@mslegalservices.org

Schedule of Exhibits to Calderara Complaint

- A. The Reverse Mortgage Loan Agreement
- B. Deed of Trust
- C. Assignment of Deed of Trust from Generation Mortgage to Mortgage Assets Management, LLC
- D. April 11, 2024 letter from PHH to Calderara
- E. May 20, 2024 Assignment of Deed of Trust to Bank of New York Mellon Trust
- F. August 20, 2024 Cease and Desist
- G. August 20, 2024 Qualified Written Request
- H. 8/23/24 email from Rubin cancelling sale
- I. 3/4/2025 – Notice of Acceleration and Foreclosure
- J. 3/5/2025 – second QWR from MCLSC to PHH
- K. 3/5/2025 email confirmation from PHH

Exhibit A

CLOSED-END FIXED RATE HOME EQUITY CONVERSION MORTGAGE LOAN AGREEMENT

FHA Case No. 281-3919375-951
Loan No. 1061101579

THIS AGREEMENT is made this 26TH day of OCTOBER, 2011, among
PAUL D CALDERERA

GENERATION MORTGAGE COMPANY

("Borrower"),

("Lender")

and the Secretary of Housing and Urban Development ("Secretary").

Article 1 - Definitions

- 1.1. Expected Average Mortgage Interest Rate means the amount indicated on the attached payment plan (Exhibit 1). It is a constant interest rate used to calculate monthly payments to the Borrower throughout the life of the loan.
- 1.2. Loan Advances means all funds advanced from or charged to Borrower's account under conditions set forth in this Loan Agreement, whether or not actually paid to Borrower. To the extent Borrower prepays any outstanding balances under the Note, such amounts will no longer be available to be advanced under this Loan Agreement.
- 1.3. Loan Documents means the Note, Second Note, Security Instrument and Second Security Instrument.
- 1.4. Maximum Claim Amount means the lesser of the appraised value of the property, as determined by the appraisal used in underwriting the loan, or the sales price of the property being purchased for the sole purpose of being the principal residence, or the national mortgage limit for a one family residence under section 303(a)(2) of the Federal Home Loan Mortgage Corporation Act (as adjusted where applicable under section 214 of the National Housing Act) as of the date of loan closing. Closing costs must not be taken into account in determining appraised value.
- 1.5. Note means the promissory note signed by Borrower together with this Loan Agreement and given to Lender to evidence Borrower's promise to repay, with interest, Loan Advances by Lender or Lender's assignees.
- 1.6. Principal or Principal Balance means the sum of all Loan Advances made as of a particular date, including interest and mortgage insurance premiums.
- 1.7. Principal Limit means the amount indicated on the attached payment plan (Exhibit 1) when this Loan Agreement is executed, and increases each month for the life of the loan at a rate equal to the sum of the applicable monthly interest rate charge, plus one-twelfth the annual MIP. The Principal Limit is calculated by multiplying the Maximum Claim Amount by a factor supplied by the Secretary, which is based on the age of the youngest Borrower and the Expected Average Mortgage Interest Rate.
- 1.8. Principal Residence means the dwelling where the Borrower shall maintain his or her permanent place of abode, and typically spends the majority of the calendar year. A person may have only one principal residence at any one time. The Property shall be considered to be the Principal Residence of any Borrower who is temporarily or permanently in a health care institution as long as the Property is the Principal Residence of at least one other Borrower who is not in a health care institution.
- 1.9. Property means Borrower's property identified in the Security Instrument.
- 1.10. Second Note means the promissory note signed by Borrower together with this Loan Agreement and given to the Secretary to evidence Borrower's promise to repay, with interest, Loan Advances by the Secretary secured by the Second Security Instrument.
- 1.11. Second Security Instrument means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower together with this Loan Agreement and which secures the Second Note.
- 1.12. Security Instrument means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower together with this Loan Agreement and which secures the Note.

Article 2 - Loan Advances

- 2.1. General. Lender agrees to make Loan Advances under the conditions set forth in this Loan Agreement in consideration of the Note and Security Instrument given by Borrower on the same date as this Loan Agreement.
- 2.2. Initial Advances.
 - 2.2.1. Loan Advances shall be used by Lender to pay, or reimburse Borrower for, closing costs listed in the Schedule of Closing Costs (Exhibit 2) attached to and made a part of this Loan Agreement, except that Loan Advances will only be used to pay origination fees in an amount not to exceed the greater of \$2,500 or 2% of the maximum claim amount of the mortgage, up to a maximum claim amount of \$200,000, plus one percent of any portion of the maximum claim amount this is greater than \$200,000, nor shall the Lender charge the Borrower an origination fee in excess of \$5,000.
 - 2.2.2. Loan Advances shall be used by Lender to discharge the liens on the Property listed in the Schedule of Liens/HECM for Purchase Disbursements to Seller (Exhibit 2) attached to and made a part of this Loan Agreement.

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Multistate HECM Loan Agreement 02/2010

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- 2.2.3. Lender shall pay an Initial Loan Advance to Borrower in the amount indicated on the attached payment plan (Exhibit 1).
- 2.2.4. Initial advances required by this Section 2.2. shall be made as soon as such advances are permitted by the applicable provisions of 12 CFR Part 226 (Truth in Lending) governing Borrower's right of rescission, but not before that time.
- 2.3. Set Aside.
- 2.3.1. Amounts set aside from the Principal Limit shall be considered Loan Advances to the extent actually disbursed or earned by Lender.
- 2.3.2. Lender shall initially set aside from the Principal Limit the amount indicated on the attached payment plan (Exhibit 1) for repairs to be made in accordance with a Repair Rider attached to and made a part of this Loan Agreement (Exhibit 3).
- 2.3.3. Lender shall initially set aside from the Principal Limit the amount indicated on the attached payment plan (Exhibit 1) to be applied to payments due for first year property charges consisting of taxes, hazard insurance, ground rents and assessments.
- 2.3.4. Lender shall initially set aside from the Principal Limit the amount indicated on the attached payment plan (Exhibit 1) to be applied to payment due for a fixed monthly charge for servicing activities of Lender or its servicer. Such servicing activities are necessary to protect Lender's interest in the Property. A servicing fee set aside, if any, is not available to the Borrower for any purpose, except to pay for loan servicing.
- 2.4. Charges and Fees. Borrower shall pay to Lender reasonable and customary charges and fees as permitted under 24 CFR 206.207(a). Such amounts shall be considered Loan Advances when actually disbursed by Lender.
- 2.5. Monthly Payments.
- 2.5.1. Borrower may request Loan Advances as Monthly Payments wherein Loan Advances shall be paid directly to Borrower in equal monthly payments.
- 2.5.2. Monthly payments shall be calculated for either the term payment plan or the tenure payment plan, as requested by Borrower.
- 2.5.3. Monthly payments under the term payment plan are made only during a term chosen by Borrower and shall be calculated so that the sum of (i) or (ii) added to (iii), (iv), (v) and (vi) shall be equal to or less than the Principal Limit at the end of the term:
- (i) Initial Advances under Section 2.2, plus any initial servicing fee set aside under Subsection 2.3.4.; or
 - (ii) The Principal Balance at the time of a change in payments under Sections 2.8. and 2.9. plus any remaining servicing fee set aside under Subsection 2.3.4.; and
 - (iii) The portion of the Principal Limit set aside as a line of credit under Section 2.7., including any set asides for repairs (Subsection 2.3.2.) and first year property charges (Subsection 2.3.3.); and
 - (iv) All monthly payments due through the payment term, including funds withheld for payment of property charges under Section 2.10.; and
 - (v) All mortgage insurance premiums, or monthly charges due to the Secretary in lieu of mortgage insurance premiums, which are due through the payment term (Subsection 2.13.); and
 - (vi) All interest through the payment term. The Expected Average Mortgage Interest Rate shall be used for this purpose.
- 2.5.4. Monthly payments under the tenure payment plan shall be calculated as in Subsection 2.5.3. as if there were a payment term with the number of months in the term equal to the sum of 100 minus the age of the youngest Borrower multiplied by 12, but payments shall continue until the loan becomes due and payable as provided in the Loan Documents.
- 2.5.5. Monthly payments shall be paid to Borrower on the first business day of a month.
- 2.5.6. If Borrower has requested monthly payments, payments shall be indicated on the attached payment plan (Exhibit 1). The payment plan may be changed by Borrower as provided in Sections 2.8. and 2.9.
- 2.6. Line of Credit without Monthly Payments.
- 2.6.1. Borrower may request (i) a single Loan Advance under a line of credit payment plan to be paid in a lump sum disbursement upon settlement of the Loan or (ii) Loan Advances under a line of credit payment plan in amounts and at times determined by Borrower, if the Principal Balance of the loan after the Loan Advance is made is less

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than or equal to the applicable Principal Limit, excluding any portion of the Principal Limit set aside under Sections 2.3.2. or 2.3.4. The line of credit amount increases at the same rate as the total Principal Limit increases under Section 1.7.

- 2.6.2. Line of credit payments shall be paid to Borrower within five business days after Lender has received a written request for payment by Borrower.
- 2.6.3. Lender may specify a form for line of credit payment requests.
- 2.6.4. Lender shall provide Borrower with a statement of the account every time a line of credit payment is made. The statement shall include the current interest rate, the previous Principal Balance, the amount of the current Loan Advance, the current Principal Balance after the Loan Advance, and the current Principal Limit.
- 2.7. Line of Credit with Monthly Payments.
- 2.7.1. Borrower may receive monthly payments under either a term or tenure payment plan combined with a line of credit, as indicated on the attached payment plan (Exhibit 1).
- 2.7.2. Subsections 2.6.2., 2.6.3. and 2.6.4. apply to a line of credit combined with term or tenure payments.
- 2.7.3. If Borrower combines a line of credit with a term or tenure payment plan, the Principal Limit is divided into: (a) an amount for the line of credit payments, including repair and property charge set aside, (b) an amount for monthly payments which shall be calculated under Subsections 2.5.3. or 2.5.4. and (c) an amount for a servicing fee set aside, if required by Lender under Subsection 2.3.4. Amounts designated for line of credit payments and monthly payments increase independently at the same rate as the total Principal Limit increases under Section 1.7. Borrower can request Loan Advances in amounts and at times determined by Borrower, if the requested amount is less than or equal to the difference between (a) the Principal Limit applicable to the line of credit set aside and (b) the portion of the outstanding Principal Balance attributable to draws on the line of credit, including accrued interest and mortgage insurance premium or monthly charge due to the Secretary, but excluding any portion of the Principal Limit set aside under Subsections 2.3.2. and 2.3.4.
- 2.7.4. A Borrower receiving monthly payments in combination with a line of credit may prepay the outstanding mortgage balance in accordance with the terms of the Note.
- 2.8. Change in Payments Generally.
- 2.8.1. Whenever the Principal Balance of the loan is less than the Principal Limit, Borrower may change from any payment plan allowable under this Loan Agreement to another.
- 2.8.2. If Borrower requests that monthly payments be made after a change in payment plan, Lender shall recalculate future monthly payments in accordance with Subsections 2.5.3. or 2.5.4.
- 2.8.3. Lender may charge a fee not to exceed twenty dollars, whenever payments are recalculated and in any other circumstances in which Borrower is required to sign a form acknowledging a change in payment plan as provided in Subsection 2.8.5.
- 2.8.4. Loan Advances under a new payment plan shall be paid to Borrower in the same manner and within the time period required under Sections 2.5., 2.6. or 2.7.
- 2.8.5. Changes in the payment plan must be acknowledged by Borrower by signing a form containing the same information as the attached payment plan (Exhibit 1). Lender shall provide a copy of the completed form to Borrower.
- 2.9. Change in Payments Due to Initial Repairs.
- 2.9.1. If initial repairs after closing, made in accordance with the Repair Rider, are completed without using all of the repair set aside, Lender shall inform Borrower of the completion and the amount then available to the Borrower to be drawn under a line of credit.
- 2.9.2. If initial repairs after closing, made in accordance with the Repair Rider, cannot be fully funded from the repair set aside, any additional Loan Advances needed to complete repairs shall be made in the manner provided under Section 2.16.
- 2.9.3. If initial repairs are not completed when required by the Repair Rider, Borrower shall not request and Lender shall not make any further payments, except as needed to pay for repairs required by the Repair Rider and mandatory Loan Advances under Section 4.5. In order to complete the required repairs, Loan Advances shall be made first from the repair set aside, and then in the manner provided under Section 2.16.

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2.10. Payment of Property Charges.

2.10.1. Borrower may elect to require Lender to use Loan Advances to pay property charges consisting of taxes, hazard insurance premiums, ground rents and special assessments if indicated on the attached payment plan (Exhibit 1). If Borrower has elected to have Lender pay property charges, Borrower may change this election by notifying Lender and at that time Lender shall pay to Borrower any amounts withheld from the Loan Advances to pay property charges.

2.10.2. If Borrower has made the election under Subsection 2.10.1. and Borrower is receiving monthly payments, Lender shall withhold amounts from each monthly payment and use the amounts withheld to make timely payments of property charges. The amounts withheld shall be calculated as provided in Subsection 2.10.3. Amounts withheld from monthly payments shall not be treated as Loan Advances and shall not bear interest except to the extent actually disbursed by Lender.

2.10.3. Lender shall withhold from each monthly payment an amount to pay (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for fire, flood and other hazard insurance required by the Security Instrument. Each monthly withholding for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender. The full annual amount for each item shall be paid by Lender before an item would become delinquent. Lender shall add the amounts for items (a), (b) and (c) to the Principal Balance when paid. If at any time the withholding for item (a), (b), or (c) exceeds the amount of actual property charges, Lender shall pay the excess withholding to Borrower and add it to the Principal Balance. If the total of the withholding for item (a), (b), or (c) is insufficient to pay the item when due, the amount necessary to make up the deficiency on or before the date the item becomes due shall be paid as a Loan Advance in the manner provided under Section 2.16.

2.10.4. If Borrower has made the election under Subsection 2.10.1 and Borrower is not receiving monthly payments, Lender shall make Loan Advances under the line of credit payment plan as needed to make timely payments of property charges, provided that no such Loan Advance shall exceed the amount permitted by Section 2.6.1.

2.10.5. If Borrower fails to pay the property charges in a timely manner, and has not elected to have Lender make the payments, Lender shall pay the property charges as a Loan Advance as required under Section 2.16. If a pattern of missed payments occurs, Lender may establish procedures to pay the property charges from Borrower's funds as if Borrower elected to have Lender pay the property charges.

2.10.6. Lender shall immediately notify any Borrower who has made the election under Subsection 2.10.1, whenever Lender determines that amounts available from monthly payments or line of credit payments will be insufficient to pay property charges.

2.11. Insurance and Condemnation Proceeds. If insurance or condemnation proceeds are paid to Lender, the Principal Balance shall be reduced by the amount of the proceeds not applied to restoration or repair of the damaged Property and the available loan funds shall be recalculated. At the same time, the Principal Limit also shall be reduced by the amount of the proceeds applied to reduce the Principal Balance.

2.12. Interest.

2.12.1. Interest shall be calculated as provided in the Loan Documents.

2.12.2. Interest shall accrue daily and be added to the Principal Balance as a Loan Advance at the end of each month.

2.13. Mortgage Insurance Premium (MIP); Monthly Charge.

2.13.1. Monthly MIP shall be calculated as provided in HUD Mortgagee Letter 2010-34 (Sept. 21, 2010). If the Security Instrument is held by the Secretary or if the Secretary makes Loan Advances secured by the Second Security Instrument, a monthly charge shall be due to the Secretary and shall be calculated in the same manner as MIP.

2.13.2. The full amount of monthly MIP or monthly charge, including any portion of the MIP retained by a Lender under 24 C.F.R. 206.109, shall be considered to be a Loan Advance to Borrower on the later of the first day of the month or the day Lender pays the MIP to the Secretary, if any MIP is due to the Secretary. In the event that the Note becomes due and payable or the Note is prepaid in full after the first day of the month, Lender may add the accrued MIP to the Principal Balance or the Secretary may add the accrued monthly charge to the Principal Balance.

2.14. Manner of Payment. For purposes of this Section "Borrower" shall not include any person who signed this Loan Agreement but who has a Principal Residence different from the Property. Only a Borrower has a right to receive Loan Advances. Borrowers shall choose to receive Loan Advances by either electronic funds transfer to a bank account designated by all Borrowers or by check mailed to an address designated by all Borrowers, except where all Borrowers agree that payment should be made directly to a third party for the benefit of the Borrowers. Borrowers may change the manner of payment by notifying Lender.

2.15. Protection of Property.

2.15.1. If Borrower vacates or abandons the Property, or if Borrower is in default under the Security Instrument, then Lender may make reasonable expenditures to protect and preserve the Property and those expenditures will be considered Loan Advances as required under Section 2.16.

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- 2.15.2. If Borrower fails to pay governmental or municipal charges, fines or impositions that are not included in Section 2.10, or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property. These expenditures will be considered Loan Advances as required under Section 2.16.
- 2.16. Unscheduled Payments. Loan Advances made pursuant to Sections 2.4, 2.9.2, 2.9.3, 2.10.3, 2.10.5, and 2.15, shall be made from a line of credit under Section 2.6, or 2.7, to the extent possible. If no line of credit sufficient to make the Loan Advances exists, any future monthly payments must be recalculated in accordance with Subsection 2.5.3, or 2.5.4, to create a line of credit sufficient to make the Loan Advances.

Article 3 - Late Charge

- 3.1. Amount Due. Lender shall pay a late charge to Borrower for any late payment. If Lender does not mail or electronically transfer a scheduled monthly payment to Borrower on the first business day of the month or mail or electronically transfer a line of credit payment to Borrower within 5 business days of the date Lender received the request, the late charge shall be 10 percent of the entire amount that should have been paid to the Borrower for that month or as a result of that request. For each additional day that Lender fails to make payment, Lender shall pay interest on the late payment at the interest rate stated in the Loan Documents. If the Loan Documents provide for an adjustable interest rate, the rate in effect when the late charge first accrues shall be used. In no event shall the total late charge and interest exceed five hundred dollars. Any late charge shall be paid from Lender's funds and shall not be added to the unpaid Principal Balance.
- 3.2. Waiver. The Secretary may waive a late charge where the Secretary determines that the late payment resulted from circumstances beyond Lender's control and that no act or omission of Lender contributed to the late payment. At the time Lender requests a waiver, Lender shall inform Borrower that a waiver of late charge has been requested from the Secretary and that the late charge will be sent to Borrower if the waiver is denied. If the Secretary denies the waiver, Lender shall pay to Borrower the late charge and interest that accrued from the date the payment was late until the date the waiver was requested.

Article 4 - Termination of Lender's Obligation to Make Loan Advances

- 4.1. Loan Due and Payable. Lender shall have no obligation to make Loan Advances if Lender has notified Borrower that immediate payment in full to Lender is required under one or more of the Loan Documents unless and until the notice is rescinded by Lender.
- 4.2. Loan Advances by Secretary. If the Security Instrument has been assigned to the Secretary or the Secretary notifies Lender and Borrower that Loan Advances are secured by the Second Security Instrument, Lender shall have no further obligation to make Loan Advances under this Loan Agreement, unless the Secretary accepts later reimbursement by the Lender for all Loan Advances made, earned or disbursed by the Secretary. The Secretary may establish procedures for handling requests for payments and changes in payment plans during the interval between Lender's notification of intent to assign the Security Instrument to the Secretary and completion of the assignment. Borrower shall be informed of such procedures by Lender and/or the Secretary, and Borrower shall comply with such procedures.
- 4.3. Lien Status Jeopardized. Lender shall have no obligation to make further Loan Advances if the Lender or the Secretary determines that the lien status of the Security Instrument or the Second Security Instrument is jeopardized under State laws as described in Paragraph 12(a) of the Security Instrument or Second Security Instrument and the lien status is not extended in accordance with Paragraph 12(a).
- 4.4. Bankruptcy. Lender shall have no obligation to make further Loan Advances on or following the date that a petition for bankruptcy of Borrower is filed.
- 4.5. Mandatory Loan Advances. Notwithstanding anything in Sections 4.1. through 4.4., all Loan Advances under Sections 2.10. (property charges), 2.12. (interest), 2.13. (MIP or monthly charge), 2.15. (protection of Property) or 2.3.4. (servicing fee) shall be considered mandatory Loan Advances by Lender.
- 4.6. Prepayment in Full. Lender shall not make Loan Advances if Borrower has paid the Note in full (or the Second Note, if the Secretary has assumed the Lender's rights and obligations under Article 5).

Article 5 - HUD Obligation

If the Lender has no further obligation to make payments to Borrower because of Section 4.2., the Secretary shall assume the rights and obligations of Lender under this Loan Agreement, except the Secretary shall not assume any obligation of paying flood, fire and other hazard insurance from Loan Advances. If the Secretary makes Loan Advances to Borrower under the Second Security Instrument, the portion of the Principal Limit available for Loan Advances shall be the difference between the current Principal Limit and the combined Principal Balances on the Security Instrument less accrued interest and the Second Security Instrument.

Article 6 - Miscellaneous

- 6.1. Forbearance Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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- 6.2. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Loan Agreement shall bind and benefit the successors and assigns of Lender. An assignment made in accordance with the regulations of the Secretary shall fully relieve the Lender of its obligations under this Loan Agreement. Borrower may not assign any rights or obligations under this Loan Agreement. Borrower's covenants and agreements shall be joint and several.
- 6.3. **Notices.** Any notice to Borrower provided for in this Loan Agreement shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address shown in the Security Instrument or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to the Secretary shall be given by first class mail to the HUD National Servicing Center or any other place designated by the Secretary. Any notice provided for in this Loan Agreement shall be deemed to have been given to Borrower, Lender or the Secretary when given as provided in this Section.
- 6.4. **Governing Law; Severability.** This Loan Agreement shall be governed by Federal law and the law of the jurisdiction in which the Property is located. The Lender in this Loan Agreement must comply with the Fair Housing Act, 42 U.S.C. §§3601 - 3619, which prohibits discrimination on the basis of race, color, religion, sex, handicap familial status, or national origin. In the event that any provision or clause of this Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Loan Agreement which can be given effect without the conflicting provision. To this end the provisions of this Loan Agreement are declared to be severable.
- 6.5. **Copies.** Lender, Borrower and the Secretary shall each receive one original executed copy of this Loan Agreement when signed by the Secretary.
- 6.6. **When Agreement Becomes Binding.** This Loan Agreement shall bind Lender and Borrower when both Lender and Borrower have signed. This Loan Agreement shall bind the Secretary only when the lender signs on behalf of the Secretary of Housing and Urban Development and a Mortgage Insurance Certificate is issued for the Security Instrument.

BY SIGNING BELOW the parties accept and agree to the terms contained in this Loan Agreement and the exhibits.

Paul B. Calderera (Seal)
PAUL B CALDERERA - Borrower

GENERATION MORTGAGE COMPANY

By: [Signature] (Name of Lender)
Rodrigo Thompson - Funding Analyst

By: _____ (Seal)
Secretary of Housing and Urban Development

By: _____ (Seal)

Exhibit B

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SCANNED



1st Judicial District
Instrument 2011 9971 T - J1
Filed/Recorded 11/14/2011 10:10 A
Total Fees \$ 21.00
11 Pages Recorded

[Space Above This Line For Recording Data]

This Document Prepared By: *Aileen Lugo*
GENERATION
MORTGAGE COMPANY.
3565 PIEDMONT ROAD, NE, STE 300 SUITE 300
ATLANTA, GA 30305
PHONE: 404-995-5500

lot 2 order # 2301-49613
Indexing: lots 6 to 10
inc blk 1 Sea Shore
Subd SEC 22-8-12
Sea Shore Subd

When Recorded Mail To:
GENERATION
MORTGAGE COMPANY
3 PIEDMONT CENTER - 3565 PIEDMONT ROAD, SUITE 300
ATLANTA, GA 30305
PHONE: 404-995-5500
State of Mississippi

Return/Mail To: NCS
5814 Lonetree Blvd.
Rocklin, CA 95765

888-958-8060

FHA Case No. 281-3919575-951
Loan No. 1061101579
MERS MIN 100916410611015795

**CLOSED-END FIXED RATE
HOME EQUITY CONVERSION DEED OF TRUST**

THIS DEED OF TRUST ("Security Instrument") is made on **OCTOBER 26, 2011**. The trustor is **PAUL B CALDARERA**

whose address is **105 S SEASHORE AVE
LONG BEACH, MISSISSIPPI 39560-5706
PREMIER REVERSE CLOSINGS, LA PALMA
5828 LONETREE BLVD, ROCKLIN, CA 95765**
Mortgage Electronic Registration Systems, Inc. ("MERS"), which is organized and existing under the laws
of Delaware, and whose address is P.O. Box 2026, Flint MI 48501-2026, Tel. (888) 679-MERS.
GENERATION MORTGAGE COMPANY

("Borrower"). The trustee is

("Trustee"). The beneficiary is

("Lender")

is organized and existing under the laws of **THE STATE OF CALIFORNIA**, and has an address of
3565 PIEDMONT ROAD, NE, STE 300 SUITE 300, ATLANTA, GA 30305

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Mississippi HECM Security Instrument

Page 1



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Name: Caldarera

Customer: GENR

Location: KASOTA

Pool: GNMAHECM-GNMA

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Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the Note, up to a maximum principal amount of

TWO HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED AND NO /100

Dollars (U.S. \$ 226,800.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **FEBRUARY 16, 2095**. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **HARRISON** County, Mississippi:

See Attached Exhibit A

which has the address of **105 S SEASHORE AVE**

LONG BEACH	MISSISSIPPI	39560-5706	("Property Address");
(City)	(State)	(Zip Code)	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall

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provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal

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proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. **Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

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- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. **Lien Status.**

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit

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the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary. If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any

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notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Paragraph 16, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in HARRISON County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys'

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fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees, and other charges shall be obligatory.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which the Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Other (Specify)

26. Nominee Capacity of MERS. MERS serves as mortgagee of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Mortgage. Subject to the foregoing, all references herein to "Mortgagee" shall include Lender and its successors and assigns.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Paul B. Caldarera (Seal)
PAUL B CALDARERA - Borrower

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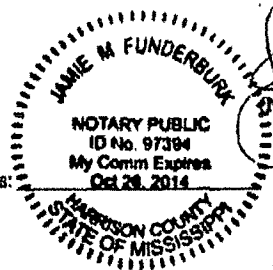
[Space Below This Line For Acknowledgment]

STATE OF MISSISSIPPI

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of October, 20 11, within my jurisdiction, the within named PAUL B CALDARERA

who acknowledged that (he) (she) (they) executed the above and foregoing instrument.



My commission expires:

(Affix official seal, if applicable)

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Order No. 2301-49613
Version 3
UPDATE

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HARRISON, AND IS DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF LONG BEACH, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, TO WIT:

LOTS 6, 7, 8, 9 AND 10, BLOCK 1, SEA SHORE SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

PARCEL NUMBER(S): 0512H-02-091.000

Exhibit C



J1 - GULFPORT DISTRICT
INSTRUMENT 2021-0027938-T-J1
FILED/RECORDED 9/30/2021 2:23:01 PM
TOTAL FEES \$37.00
2 PAGES RECORDED

Prepared By and Return To:
Murat Deniz
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(239) 351-2442

Space above for Recorder's use

Loan No: 4094907



15418117

ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS**, whose address is 1901 E. VOORHEES ST., SUITE C, DANVILLE, IL 61834; P.O. BOX 2026, FLINT, MI 48501-2026, PHONE#: 800-646-6377, (ASSIGNOR), does hereby grant, assign and transfer to **MORTGAGE ASSETS MANAGEMENT, LLC**, whose address is 12345 N LAMAR BLVD STE 125, AUSTIN, TX 78753, PHONE#: N/A, (ASSIGNEE), its successors, transferees and assigns forever, all interest, all liens, and any rights due or to become due thereon under that certain deed of trust described below.

Date of Deed of Trust: 10/26/2011
Original Loan Amount: \$226,800.00
Executed by (Borrower(s)): **PAUL B CALDARERA**
Original Trustee: **PREMIER REVERSE CLOSINGS, LA PALMA**
Original Beneficiary: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS**
Filed of Record: In Book N/A, Page N/A
Document/Instrument No: 2011 9971 T-J1 in the Recording District of Harrison 1st Judicial District (Gulfport), MS, Recorded on 11/14/2011.

Property more commonly described as: 105 S SEASHORE AVE, LONG BEACH, MISSISSIPPI 39560-5706

MIN# 100916410611015795

MERS PH# 1-888-679-MERS

4094907 Project Clover Whole 15418117

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: SEP 21 2021

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR
GENERATION MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS

By: Kim Gentry
Title: Assistant Secretary

Witness Name: Kelli Thompson

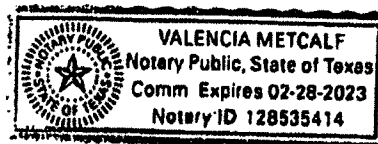
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of Texas
County of Denton

On SEP 21 2021, before me, Valencia Metcalf, a Notary Public, personally appeared Kim Gentry, Assistant Secretary of for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct. I further certify Kim Gentry, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal

(Notary Name): Valencia Metcalf
My commission expires: FEB 28 2023



PHH**Exhibit D****MORTGAGE**

PO Box 24606, West Palm Beach, FL 33416

April 11, 2024

Paul B Caldarera
 105 S Seashore Ave.,
 Long Beach, MS 39560-5706

Loan Number: 1061101579
 Reference Number: 224346
 Mortgagor: Paul B Caldarera
 Property: 105 S Seashore Ave.,
 Long Beach, MS 39560-5706

Dear Customer,

Thank you for the recent communication regarding the account referenced above in which you requested documentation supporting the necessity of wind insurance for your property.

The determination of insurance is a state requirement that must be strictly followed. The state determines whether wind insurance is required for your property, and you must meet this requirement by obtaining the appropriate coverage.

While there may not be specific documentation mandating windstorm insurance for your property, the mortgage agreement explicitly requires the borrower to obtain insurance for **all** current and future property improvements, safeguarding against a range of risks **including hazards, casualties, and contingencies like fire.**

This insurance must be maintained in the amounts and for the periods required by the lender or the Secretary of Housing and Urban Development. This information is found in Section 3: Fire, Flood, and Other Insurance. We have enclosed the mortgage agreement for your careful review.

Should you have questions, you may contact Marcell Stewart or another default representative from the team at 866-799-7724 during their regular business hours of 8:00 a.m. – 7:00 p.m. Eastern Time Monday through Friday.

Sincerely,

Loan Servicing

reverse.mortgagequestions.com

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

This letter states "The state determines whether wind insurance is required for your property, and you must meet this requirement by obtaining the appropriate coverage."

It also has the wrong interpretation of the word "all" in paragraph 3 on page 3 of the attached deed of trust.

*Other mortgage documents
 Commission officer said
 this is no such requirement*

** Incorrect interpretation*

Exhibit E

Client Id: RMS/FCAOL
Loan #: 224346-ER

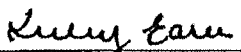


ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, MORTGAGE ASSETS MANAGEMENT, LLC, whose address is c/o PHH Mortgage Corporation d/b/a PHH Mortgage Services, 1661 Worthington Road, Ste. 100, West Palm Beach, FL 33409, does hereby assign and transfer to **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST** whose address is c/o Mortgage Assers Management, LLC, 14405 Walters Road, Suite 200, Houston, TX 77014, all its right, title and interest in and to the described Deed of Trust executed by **PAUL B CALDARERA** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS** for **\$226,800.00**, dated 10/26/2011 of record on 11/14/2011 as Document 2011 9971-T-J1, in the **HARRISON 2ND DISTRICT** County Clerk's Office, State of **MISSISSIPPI**.
Property Address: 105 S Seashore Ave, Long Beach, MISSISSIPPI 39560-5706
Legal description: SEE ATTACHED EXHIBIT "A"
Parcel: 0512H-02-091.000

Executed this 05/20/2024

**MORTGAGE ASSETS MANAGEMENT, LLC BY AND THROUGH ITS ATTORNEY IN FACT,
PHH MORTGAGE CORPORATION D/B/A PHH MORTGAGE SERVICES**


By: Kelley Earle
Title: Senior Servicing Operations Specialist

Prepared By And
After Recording Return To:

DS DocSolutionUSA

DocSolutionUSA, LLC, dba DocSolution, Inc.

Warren E. Johnsey, Attorney at Law
2316 Southmore
Pasadena, TX 77502
713-941-4928

DocSolutionUSA, LLC, d/b/a DocSolution, Inc. did not prepare a title search of the Property described in the document below. The Preparer of this document makes no representation as to the status and validity of, including, but not limited to, the title, loan history, boundary survey, property use, or zoning regulations of the Property assigned, transferred, conveyed, released, or any other disposition of the Property. Information herein was provided to preparer by Grantor/Grantee and/or their Agent.

Assignor phone number is 888-918-1110

Assignee phone number is _____

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means ☒ physical presence ☐ online notarization, this 05/20/2024 by Kelley Earle, Senior Servicing Operations Specialist of PHH Mortgage Corporation d/b/a PHH Mortgage Services, a New Jersey Corporation, as Attorney in Fact for MORTGAGE ASSETS MANAGEMENT, LLC, ITS SUCCESSORS AND ASSIGNS, a corporation, on behalf of the corporation. He/She is personally known to me.

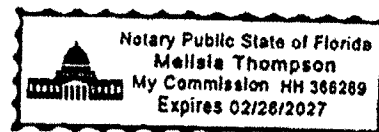
Given under my hand and seal of office this 20th day of May, A.D. 2024.

Melisia Thompson

Notary Public in and for the State of Florida

Notary's Printed Name: Melisia Thompson

My Commission Expires: 02/26/2027



For \$226,800.00 dated 10/26/2011



Order No. 2301-49613
Version 3
UPDATE

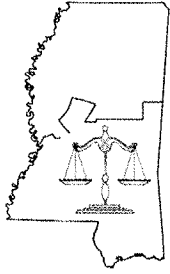
EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HARRISON, AND IS DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF LONG BEACH, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, TO WIT:

LOTS 6, 7, 8, 9 AND 10, BLOCK 1, SEA SHORE SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

PARCEL NUMBER(S): 0512H-02-001.000



MISSISSIPPI CENTER FOR LEGAL SERVICES CORPORATION

serving **43** counties

URGENT ATTENTION REQUIRED

CEASE AND DESIST DEMAND

August 20, 2024

“Equal Justice for All”

☐ **Administrative, VOCA
& Hattiesburg Office**
111 East Front Street (39401)
Post Office Drawer 1728
Hattiesburg, MS 39403-1728
(601) 545-2950
(800) 773-1737
Fax: (601) 545-2935

☐ **Gulfport Office**
520 E. Pass Road, Suite J (39506)
Post Office Box 8691
Gulfport, MS 39507
(228) 896-9148
(877) 664-0238
Fax: (228) 896-9345

☒ **Jackson, VOCA &
State Initiatives Office**
414 South State Street
Suite 300 (39201)
Post Office Box 951
Jackson, MS 39205-0951
(601) 948-6752
(800) 959-6752
Fax: (601) 948-6757
Fax: (601) 948-6759

☐ **McComb Office**
221 Main Street (39648)
Post Office Box 575
McComb, MS 39649-0575
(601) 684-0578
(800) 898-0985
Fax: (601) 684-0575

☐ **Meridian Office**
2305 Fifth Street
2nd Floor (39302)
Post Office Box 1931
Meridian, MS 39302-1931
(601) 693-5470
(888) 631-9161
Fax: (601) 693-5473

PHH Mortgage Services
P.O. Box 66002
Lawrenceville, NJ 08648

Rubin Lublin, LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071

Re: Mr. Paul Bernard Caldarera
Loan Number: 1061101579
105 South Seashore Ave
Long Beach, MS 39560

To Whom It May Concern:

Our corporation represents Mr. Paul Caldarera concerning the above-referenced Reverse Mortgage Loan serviced by PHH Mortgage Services. I am writing to formally demand that PHH Mortgage Services immediately cease all foreclosure proceedings initiated against my client's property located at the above address. The pending foreclosure is illegal and invalid, in that it is based on the alleged non-payment of premiums for force-placed wind damage insurance that PHH Mortgage Services unilaterally imposed on the property.

1. Lack of Contractual Basis for Force-Placed Insurance: The Deed of Trust governing the mortgage loan in question expressly requires my client to maintain insurance for hazards, casualties, and contingencies, including fire, as do all similar deeds of trust. However, it does not explicitly mandate wind damage insurance, notwithstanding that wind damage insurance was available at the time of the origination of this mortgage. Since wind damage is a significant and material issue for property located on the Gulf Coast, it is evident that the parties did not intend to require such coverage. In fact, had such coverage been required of my client, he would have been financially unable to perform under the agreement. In fact, the course of conduct of the parties under the agreement over the first ten or more years was clear evidence that the parties did not intend for such coverage to be required. Therefore, the imposition of force-placed wind insurance by PHH Mortgage Services is unwarranted, not supported by the terms of the Deed of Trust and is a breach of the agreement by PHH.

PHH Mortgage Services, et. al
August 20, 2024

Page 2

2. Violation of RESPA: Under the Real Estate Settlement Procedures Act (RESPA), specifically 12 C.F.R. § 1024.37, PHH Mortgage Services is prohibited from charging my client for force-placed insurance. Wind insurance was neither required by the Deed of Trust nor necessary under the broad terms of "hazards" and "contingencies." The failure to adhere to RESPA's strict requirements regarding force-placed insurance is grounds for immediate cessation of the foreclosure.

3. Bad Faith and Unjust Enrichment: PHH is the successor servicer for the mortgage, which is owned by successor lender/owners. Section 15 of the Deed of Trust binds the lender to honor all covenants and agreements in the agreement. By imposing unnecessary and unauthorized force-placed insurance, PHH Mortgage Services has acted in bad faith and sought to unjustly enrich itself at my client's expense by shifting the burden of the risk that was not agreed upon by the parties to the original agreement. The subsequent attempt to foreclose on the property based on non-payment of these improper charges is both legally and morally indefensible.

DEMAND

In light of the above, we hereby demand on behalf of Mr. Paul Caldarera that PHH Mortgage Services:

1. Immediately cease all foreclosure activities, including any scheduled foreclosure sales, notices, or related actions.
2. Remove any force-placed wind insurance charges from my client's account.
3. Provide written confirmation no later than 12:00 p.m. central standard time on Friday, August 23, 2024, that the foreclosure has been halted and that the account has been corrected. Time is of the essence.

Failure to comply with these demands will leave my client with no alternative but to pursue all available legal remedies, including filing a lawsuit for breach of contract, violations of RESPA, and other applicable claims. Please be advised that in such an event, my client will seek damages, attorneys' fees, and any other relief the court deems appropriate.

I trust that PHH Mortgage Services will take the necessary steps to resolve this matter promptly and avoid further legal action.

Please direct all future correspondence regarding this matter to my office.

Respectfully submitted,



W. David Watkins, Sr.

Cc: Mr. Paul Caldarera

PHH Mortgage Services, et. al
August 20, 2024

Page 3

James Wright, Esq.

Enclosures (1): Authorization to Release Information

W. David Watkins, Sr.

wwatkins@mslegalservices.org

Foreclosure Defense Staff Attorney

414 South State Street

Suite 300

Post Office Box 951

Jackson, MS 39205-0951

(601) 427-3650

MISSISSIPPI CENTER FOR LEGAL SERVICES CORPORATION
Serving 43 Counties

TO: _____

FROM: _____ SSN: 437-56-4171

RE: AUTHORIZATION TO RELEASE INFORMATION

I, Paul B. Caldara, the undersigned, do hereby attest that I have retained Mississippi Center for Legal Services Corporation (MCLSC), to represent me.

I hereby consent to and authorize the disclosure of all information contained within my files to MCLSC. I authorize the release of this information over the telephone, by letter, or in person.

I further request and authorize that a copy of all correspondence sent to me be sent to MCLSC.

Unless revoked by me in writing, this consent shall be valid for one hundred eighty (180) days or for the life of my current application for assistance or problem, whichever is greater.

DATED this the 12 day of August, A.D., 2024.

Paul B. Caldara
SIGNATURE

105 E. Seashore Ave.
STREET

Long Beach, MS 39560
CITY STATE ZIP CODE

Effective 08/06/12



MISSISSIPPI CENTER FOR LEGAL SERVICES CORPORATION

serving **43** counties

URGENT ATTENTION REQUIRED

August 20, 2024

“Equal Justice for All”

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& Hattiesburg Office**
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(228) 896-9148
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2305 Fifth Street
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Meridian, MS 39302-1931
(601) 693-5470
(888) 631-9161
Fax: (601) 693-5473

PHH Mortgage Services
P.O. Box 66002
Lawrenceville, NJ 08648

Rubin Lublin, LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071

Bank of New York Mellon Trust
Company, N.A.
as Trustee for Mortgage Assets Management Series I Trust
240 Greenwich St,
New York, NY 10286

Re: Mr. Paul Bernard Calderara
Loan Number: 1061101579
105 South Seashore Ave
Long Beach, MS 39560

To Whom It May Concern:

Please treat this letter as a “**notice of error**” and “**request for information**” under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2605(e) (“RESPA”), and Regulation X, 12 C.F.R. §§ 1024.35, 1024.36. This letter also should be considered as notice of ***Demand to Cease and Desist Foreclosure Proceedings.***

This request is made on behalf of our client, **Paul Bernard Calderara**, based on his dispute of the amount alleged to be due and owing contained in the Attorney’s Notice of Acceleration and Foreclosure on behalf of the PHH Mortgage Services.

In your letter of April 11, 2024 (attached as Exhibit “A”), to Mr. Calderara, you have represented to him that the State of Mississippi requires wind insurance coverage on the property. That is simply false and a fraudulent misrepresentation of the insurance laws of Mississippi designed to force Mr. Calderara to purchase insurance that he was not required to purchase.

You claim that Section 3 of the Deed of Trust requires Mr. Calderara to secure wind insurance coverage, at your demand. That is likewise not true and is a

PHH Mortgage Services, et. al
August 20, 2024

Page 2

further misrepresentation by your company. There is ***no provision*** in the Deed of Trust, or any other agreement we can find, that specifically requires wind damage insurance coverage. That is simply your company's improper interpretation which constitutes a material substantive change in the contractual obligations of my client under the Deed of Trust.

You have further insinuated that the insurance requirements you have are now illegally demanding from Mr. Calderera may be required by the Secretary of Housing and Urban Development. That is likewise untrue and a fraudulent misrepresentation to my client clearly asserted to induce him to bear a risk of exposure, and to incur a substantial expense that he simply cannot afford to incur and should not be forced to incur.

When Mr. Calderera entered into the Reverse Mortgage Agreement (RMA) with Generation Mortgage Company, there was ***NO REQUIREMENT*** that the homeowner would need to secure wind coverage. While that certainly could have been the case at the time that the agreement was executed, it was not. It was not required by the original lender, and its successors in interest continued to honor that agreement not to require such coverage. Quite frankly, the cost of wind coverage is such a substantial condition that Mr. Calderera, being in a fixed low-income position, would likely not even have considered entering into such an agreement had it been required. Not having such an insurance requirement was a material and prerequisite consideration for entering into the agreement.

Your company has breached its obligations under the Reverse Mortgage Agreement, in an effort to shift a risk to my client that was not agreed to in the very beginning. Recognizing that the cost of wind coverage is material and significant, it was a risk that was undertaken by the lender at the time of the execution of the RMA.

You cannot unilaterally change the terms of the agreement simply because you might not like the deal that was struck by your predecessor in interest!

Respectfully, I would direct your attention to Section 15 of the Deed of Trust, which provides, in part:

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

The consideration for entering the contract for the Reverse Mortgage Agreement was preconditioned upon provisions not requiring wind coverage insurance, even though it was available in the marketplace. Any successors in interest to the lender are clearly bound to the same terms, conditions, and consideration at the time of the execution of the original agreement.

Your actions constitute a clear violation of RESPA, 12 U.S.C. §2605(k)(1)(A), which would give rise to an action in federal court for damages, including legal fees, actual damages to the borrow, and noncompliance damages of \$2,000.00.

PHH Mortgage Services, et. al
August 20, 2024

Page 3

Please be advised that we intend to file a complaint on behalf of Mr. Calderera with the Consumer Financial Protection Bureau (CFPB) for this illegal conduct.

We demand that you **CEASE AND DESIST** any and all efforts to foreclose on Mr. Calderera's property. Please note that we are sending under separate communication a formal Demand to Cease and Desist any and all foreclosure proceedings.

If this Demand is not honored, we intend to seek legal action in the Chancery Court of Harrison County, Mississippi, and/or the United States District Court for the Southern District of Mississippi, for injunctive relief, breach of contract, violation of RESPA, and common law fraud.

With respect to our **Request for Information (RFI)**, we are requesting the following information:

1. Documentation showing Mississippi Law requires that Mr. Calderera secure wind insurance coverage on his property.
2. Documentation showing the Secretary of Housing and Urban development requires that Mr. Calderera secure wind insurance coverage on his property
3. The complete loan history, including but not limited to the following.
4. A copy of the note, deed of trust, any assignments or other documents with respect to this debt.
5. A record of any communications with my client with respect to this debt.
6. A statement of the amount of the debt under the Reverse Mortgage obligation, as of this date. The monthly principal and interest calculations for the Reverse Mortgage debt from beginning of the loan to current date.
7. The amount, payment date, purpose, and recipient of all foreclosure expenses, late charges, appraisal fees, property inspection/preservation fees, force placed insurance charges, legal fees, recoverable corporate advances, and other expenses or costs that have been charged and/or assessed to **Paul Bernard Calderera's** mortgage account from beginning of the loan to current date.
8. The interest rate on the mortgage account.
9. The transaction codes used by creditor's electronic servicing system, if any, that will assist in understanding the entries for transactions listed in the information provided in response to this request.
10. Any notes created by personnel of creditor or any representative of the creditor reflecting communications with my clients about the account.

To the extent that creditor or any representative of the creditor has charged to the **Paul Bernard Calderera's** mortgage account any late fees, appraisal fees, broker price opinion fees, property inspection/preservation fees, legal fees, recoverable corporate advances, and other fees or costs in connection with the notice of acceleration and attorney's claim that the account is in default, **Paul**

PHH Mortgage Services, et. al
August 20, 2024

Page 4

Bernard Caldarera disputes such fees and costs and specifically requests that the account be corrected to delete such fees and costs.

Finally, please indicate the date when you began servicing **Paul Bernard Caldarera**'s mortgage account, and if you acquired the servicing rights in this mortgage account following a transfer of servicing from another servicer, state the name of the prior servicer and the effective date of the transfer of servicing to creditor or any representative of the creditor.

Thank you for taking the time to acknowledge and answer this request as required by the Real Estate Settlement Procedures Act (§ 2605(e)).

Sincerely,



W. David Watkins, Sr.

Cc: Mr. Paul Caldarera
James Wright, Esq.
Honorable Mike Chaney, Commissioner of Insurance for Mississippi

Enclosures (2): PHH Letter dated April 11, 2024
Authorization to Release Information

W. David Watkins, Sr.
wwatkins@mslegalservices.org
Foreclosure Defense Staff Attorney
414 South State Street
Suite 300
Post Office Box 951
Jackson, MS 39205-0951
(601) 427-3650

PHH

MORTGAGE

PO Box 24606, West Palm Beach, FL 33416

April 11, 2024

Paul B Caldarera
105 S Seashore Ave.,
Long Beach, MS 39560-5706

Loan Number: 1061101579
Reference Number: 224346
Mortgagor: Paul B Caldarera
Property: 105 S Seashore Ave.,
Long Beach, MS 39560-5706

Dear Customer,

Thank you for the recent communication regarding the account referenced above in which you requested documentation supporting the necessity of wind insurance for your property.

The determination of insurance is a state requirement that must be strictly followed. The state determines whether wind insurance is required for your property, and you must meet this requirement by obtaining the appropriate coverage.

While there may not be specific documentation mandating windstorm insurance for your property, the mortgage agreement explicitly requires the borrower to obtain insurance for **all** current and future property improvements, safeguarding against a range of risks **including hazards, casualties, and contingencies like fire.**

This insurance must be maintained in the amounts and for the periods required by the lender or the Secretary of Housing and Urban Development. This information is found in Section 3: Fire, Flood, and Other Insurance. We have enclosed the mortgage agreement for your careful review.

Should you have questions, you may contact Marcell Stewart or another default representative from the team at 866-799-7724 during their regular business hours of 8:00 a.m. – 7:00 p.m. Eastern Time Monday through Friday.

Sincerely,

Loan Servicing

reverse.mortgagequestions.com

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

MISSISSIPPI CENTER FOR LEGAL SERVICES CORPORATION
Serving 43 Counties

TO: _____

FROM: _____ SSN: 437-56-4171

RE: AUTHORIZATION TO RELEASE INFORMATION

I, Paul B. Caldarena, the undersigned, do hereby attest that I have retained Mississippi Center for Legal Services Corporation (MCLSC), to represent me.

I hereby consent to and authorize the disclosure of all information contained within my files to MCLSC. I authorize the release of this information over the telephone, by letter, or in person.

I further request and authorize that a copy of all correspondence sent to me be sent to MCLSC.

Unless revoked by me in writing, this consent shall be valid for one hundred eighty (180) days or for the life of my current application for assistance or problem, whichever is greater.

DATED this the 12 day of August, A.D., 2024.

Paul B. Caldarena
SIGNATURE

105 S. Seashore Ave.
STREET

Long Beach, MS 39560
CITY STATE ZIP CODE

Effective 08/06/12

Exhibit H

W. David Watkins

From: Michael Baringer <mbaringer@rlselaw.com>
Sent: Friday, August 23, 2024 1:40 PM
To: W. David Watkins
Cc: Escalations
Subject: [EXTERNAL Email] RE: [EXTERNAL Email] RE: Reverse Mortgage Foreclosure problem

The August 28, 2024 foreclosure sale is being cancelled.

We have requested a reinstatement quote and will provide once it is received.

Respectfully,



Michael Baringer
Senior Foreclosure Attorney

Rubin Lublin, LLC / Rubin Lublin TN, PLLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, Georgia 30071
www.rlselaw.com
Serving Georgia, Mississippi, Tennessee & Alabama

Main: 770-246-3300
Fax: 470-508-9401
Direct: 770-246-3326
mbaringer@rlselaw.com

It is our goal to continually provide personalized service and professional results for our valued partners. If I have exceeded your expectations and addressed your needs in a timely manner, or if I have not met your expectations, please contact Jane Woll, Director of Client Relations (jwoll@rlselaw.com).

PLEASE BE ADVISED THAT THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED DURING OR AS A RESULT OF THIS COMMUNICATION MAY BE USED FOR THAT PURPOSE.

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From: W. David Watkins <wwatkins@mslegalservices.org>
Sent: Friday, August 23, 2024 2:01 PM
To: Michael Baringer <mbaringer@rlselaw.com>
Cc: Escalations <Escalations@rubinlublin.com>
Subject: [EXTERNAL] RE: [EXTERNAL Email] RE: Reverse Mortgage Foreclosure problem

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Michael,

Do you an update on the status of the foreclosure set for next week? Obviously, we will be seeking injunctive relief if the foreclosure auction is not cancelled.

Thanks.

David

W. David Watkins, Sr.

wwatkins@mslegalservices.org

Foreclosure Defense Staff Attorney
MS Center for Legal Services Corporation
414 South State Street, Suite 300
P.O. Box 951
Jackson, MS 39205
(601) 427-3650

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From: Michael Baringer <mbaringer@rlselaw.com>

Sent: Wednesday, August 21, 2024 11:06 AM

To: W. David Watkins <wwatkins@mslegalservices.org>

Cc: Escalations <Escalations@rubinlublin.com>; James Wright <jwright@mslegalservices.org>; Tracy Rivers <trivers@mslegalservices.org>

Subject: [EXTERNAL Email] RE: Reverse Mortgage Foreclosure problem

We are escalating to our client and hope to have a response shortly.

Respectfully,



Michael Baringer
Senior Foreclosure Attorney

Rubin Lublin, LLC / Rubin Lublin TN, PLLC Main: 770-246-3300
3145 Avalon Ridge Place, Suite 100 Fax: 470-508-9401
Peachtree Corners, Georgia 30071 Direct: 770-246-3326
www.rlselaw.com mbaringer@rlselaw.com
Serving Georgia, Mississippi, Tennessee & Alabama

It is our goal to continually provide personalized service and professional results for our valued partners. If I have exceeded your expectations and addressed your needs in a timely manner, or if I have not met your expectations, please contact Jane Woll, Director of Client Relations (jwoll@rlselaw.com).

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From: W. David Watkins <wwatkins@mslegalservices.org>
Sent: Tuesday, August 20, 2024 1:42 PM
To: Michael Baringer <mbaringer@rlselaw.com>
Cc: Escalations <Escalations@rubinlublin.com>; James Wright <jwright@mslegalservices.org>; Tracy Rivers <trivers@mslegalservices.org>
Subject: [EXTERNAL] Reverse Mortgage Foreclosure problem
Importance: High

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RE: Mr. Paul Bernard Caldarera
Loan Number: 1061101579
105 South Seashore Ave
Long Beach, MS 39560

Michael,

I don't know if you are handling this matter or who in your firm might be. It is a foreclosure on a Reverse Mortgage for our client listed above, for non-payment of force-placed wind damage insurance coverage.

We are challenging this action and would like to bring the matter to your attention, as the foreclosure firm, to consider cancelling the scheduled foreclosure sale, presently set for August 28, 2024.

I would appreciate the opportunity to discuss this matter with whoever in your firm might be handling this.

Thanks.

Regards,

David

W. David Watkins, Sr.

wwatkins@mslegalservices.org

Foreclosure Defense Staff Attorney
MS Center for Legal Services Corporation
414 South State Street, Suite 300
P.O. Box 951
Jackson, MS 39205
(601) 427-3650

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Exhibit I

RUBIN LUBLIN, LLC

Attorneys and Counselors at Law
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071
TEL (877) 813-0992
FAX (470) 508-9401

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Copy Via Regular Mail

February 28, 2025

MS Center for Legal Services Corporation (Borrower Attorney for CALDARERA, PAUL B.)
414 South State Street, Suite 300
P.O. Box 951
Jackson, MS 39205

Notice of Acceleration and Foreclosure

File No.: RMU-24-02805-5
Loan: Deed of Trust from PAUL B CALDARERA to MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS INC. AS BENEFICIARY,
AS NOMINEE FOR GENERATION MORTGAGE COMPANY
("Original Lender")
Property Address: 105 S SEASHORE AVE, LONG BEACH, MS 39560

Please be advised that this law firm represents Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust ("Foreclosing Entity"), successor in interest to the Original Lender on the above-referenced Loan. By separate communication you may have been advised of your rights under the Fair Debt Collection Practices Act (the "FDCPA"), should that Act apply to this proceeding. Nothing in this letter shall prevent you from exercising those rights as set forth in that communication. This letter is to advise you that we have been retained to institute non-judicial foreclosure proceedings against the referenced property. Enclosed you will find a copy of the Notice of Substitute Trustee's Sale that was submitted for publication in connection with a foreclosure sale of the above property. The foreclosure sale is scheduled for **April 9, 2025** ("Sale Date").

The indebtedness secured by said Deed of Trust has been and is hereby declared due because of default under the terms of said Deed of Trust. ***The total amount of the debt owed may consist of unpaid principal balance, any unpaid accrued interest, escrow/impound shortages or credits, late charges, legal fees/costs, and other charges. To find out the amount needed to either bring the Loan current or to pay off the Loan in full, please call 866-503-5559.***
(Continued on back/next page)



NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF MISSISSIPPI
COUNTY OF 1ST DISTRICT HARRISON

WHEREAS, default has occurred in the performance of the covenants, terms and conditions of a Deed of Trust dated October 26, 2011, executed by PAUL B CALDARERA conveying certain real property therein described to PREMIER REVERSE CLOSINGS, LA PALMA, as Trustee, for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, Original Beneficiary, to secure the indebtedness therein described, as same appears of record in the office of the Chancery Clerk of 1st District Harrison County, Mississippi filed and recorded November 14, 2011, at Instrument Number 2011-9971-T-J1; and WHEREAS, the beneficial interest of said Deed of Trust was transferred and assigned to Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust; and WHEREAS, Rubin Lublin, LLC has been appointed as Substitute Trustee; and NOW, THEREFORE, the holder of said Deed of Trust, having requested the undersigned so to do, as Substitute Trustee or his duly appointed agent, by virtue of the power, duty and authority vested and imposed upon said Substitute Trustee shall, on **April 9, 2025** within the lawful hours of sale between 11:00AM and 4:00PM at the front door on the east side of the Courthouse proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, the following described property situated in 1st District Harrison County, Mississippi, to wit:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HARRISON, AND IS DESCRIBED AS FOLLOWS: THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF LONG BEACH, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, TO WIT: LOTS 6, 7, 8, 9 AND 10, BLOCK 1, SEA SHORE SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING. PARCEL NUMBER(S): 0512H-02-091-000

PROPERTY ADDRESS: The street address of the property is believed to be **105 S SEASHORE AVE, LONG BEACH, MS 39560**. In the event of any discrepancy between this street address and the legal description of the property, the legal description shall control.

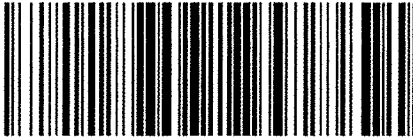
Title to the above described property is believed to be good, but I will convey only such title as is vested in me as Substitute Trustee.

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Rubin Lublin, LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071
rlselaw.com/property-listing



Rubin Lublin, LLC
P.O. Box 502830
San Diego, CA 92150-2830



IMPORTANT INFORMATION
ENCLOSED

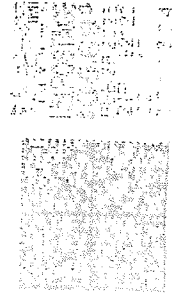
(11) 969 0024 8943 5096 9

Mailed On: 02/28/2025
ClientID: Ru_Lu000904

Order Number: 0006809-01 FC
Reference Number: 24-02805

MS Center for Legal Services Corporation
414 South State Street, Suite 300
P.O. Box 951
Jackson, MS 39205



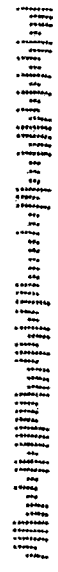


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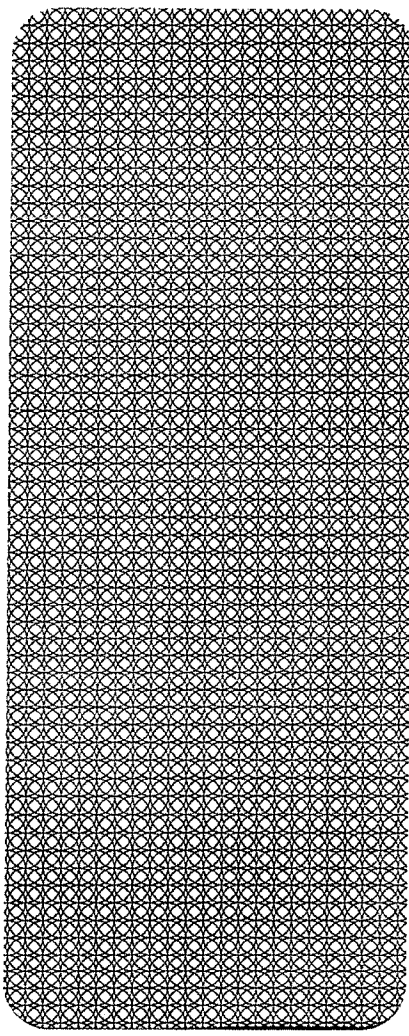
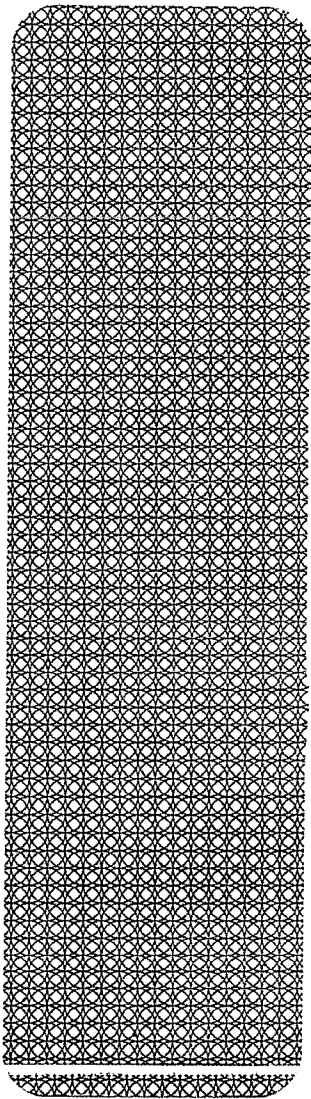
BY:

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BY:



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MISSISSIPPI CENTER FOR LEGAL SERVICES CORPORATION

serving **43** counties

March 5, 2025

VIA CERTIFIED MAIL

"Equal Justice for All"

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Fax: (601) 545-2935

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Fax: (601) 684-0575

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(888) 631-9161
Fax: (601) 693-5473

PHH Mortgage Services
P.O. Box 66002
Lawrenceville, NJ 08648

Rubin Lublin, LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071

Bank of New York Mellon Trust Company, N.A.
As Trustee for Mortgage Assets Management Series I Trust
240 Greenwich St.
New York, NY 10286

Re: Notice of Error and Request for Information

Mr. Paul Bernard Calderera

Loan Number: 1061101579

Property Address: 105 South Seashore Ave, Long Beach, MS 39560

To Whom It May Concern,

Pursuant to the Real Estate Settlement Procedures Act ("RESPA"), **12 U.S.C. § 2605(e)** and **12 C.F.R. §§ 1024.35, 1024.36**, this letter serves as both a **Notice of Error (NOE)** and **Request for Information (RFI)** regarding the servicing of the above-referenced reverse mortgage loan.

I. NOTICE OF ERROR

This notice is submitted due to PHH Mortgage Services' imposition of a **fraudulent flood insurance requirement** and potential **false certifications made to HUD** in connection with Mr. Caldera's reverse mortgage. The specific errors are as follows:

- Misrepresentation of HUD Requirements:** PHH falsely claimed that HUD requires flood insurance for Mr. Caldera's reverse mortgage, despite the waiver of such requirement at the time the original loan was closed.
- False Certifications to HUD:** PHH may have submitted certifications to HUD stating that it complied with all FHA HECM servicing regulations while **imposing unauthorized insurance obligations**.

PHH Mortgage Services, et al
March 5, 2025

Page 2

3. **Retaining Overpayments from Federal Funds:** PHH continued to receive FHA insurance benefits while imposing **unauthorized charges**, which may constitute an FCA violation under **31 U.S.C. § 3729 et seq.**
4. **Improper Force-Placed Insurance Practices:** PHH failed to provide proper disclosures and notice before imposing flood insurance, violating **RESPA, 12 U.S.C. § 2605(l) and 12 C.F.R. § 1024.37.**
5. **Failure to Properly Respond to Prior NOE and RFI:** PHH failed to fully address the August 20, 2024, NOE, which pointed out that PHH misrepresented insurance obligations.

II. REQUEST FOR INFORMATION

Pursuant to **12 C.F.R. § 1024.36**, please provide the following documents within **30 business days**:

1. **Any and all documents or communications between PHH and HUD** regarding flood insurance requirements for reverse mortgage loans.
2. **A copy of any certifications made by PHH to HUD** regarding compliance with servicing requirements for this loan.
3. **All internal PHH policies and procedures** regarding force-placed insurance on HECM loans.
4. **Any correspondence or memos** related to PHH's decision to require flood insurance for Mr. Caldera's loan.
5. **All invoices, escrow calculations, and payment records** related to any force-placed insurance imposed on Mr. Caldera's loan.
6. **Any record of payments received from HUD** in connection with Mr. Caldera's loan from 2021 to present.

III. DEMAND FOR CORRECTIVE ACTION

We demand that PHH immediately:

- **Cease all foreclosure proceedings** related to the improper flood insurance charge.
- **Remove all charges related to force-placed flood insurance** from Mr. Caldera's account.
- **Provide written confirmation** that PHH has not falsely certified compliance with HUD regulations.
- **Correct any records that have been submitted to HUD** with false information regarding flood insurance.

If PHH fails to respond adequately within the required timeframe, we will pursue **litigation under RESPA, the False Claims Act, and all other applicable federal and state laws.**

Please direct all future correspondence regarding this matter to my office.

PHH Mortgage Services, et al
March 5, 2025

Page 3

Respectfully submitted,



W. David Watkins, Sr.

Cc: Mr. Paul Caldarera
C. Elise Hickman Lowery, Esq.
Director of Litigation, MCLSC
Telephone: 228.260.0933, ext. 2507
celowery@mslegalservices.org

W. David Watkins, Sr.
wwatkins@mslegalservices.org
Foreclosure Defense Staff Attorney
414 South State Street
Suite 300
Post Office Box 951
Jackson, MS 39205-0951
(601) 427-3650

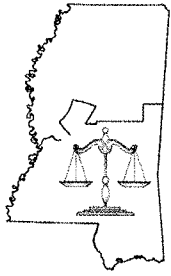
Exhibit K

W. David Watkins

From: Reverse Customer Assist <customerassist@phhreverse.com>
Sent: Monday, March 10, 2025 3:29 PM
To: W. David Watkins
Subject: [EXTERNAL Email] Auto Reply: We Received Your Message

Thank you for your email to PHH Mortgage Services. This is a confirmation that we have received your request regarding your reverse mortgage. We will promptly review your request, perform any required research and email you a detailed response. Please contact us if you have any questions.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



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March 5, 2025

VIA CERTIFIED MAIL

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PHH Mortgage Services, et al
March 5, 2025

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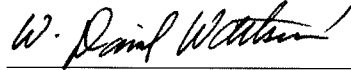
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PHH Mortgage Services, et al
March 5, 2025

Page 3

Respectfully submitted,



W. David Watkins, Sr.

Cc: Mr. Paul Caldarera
C. Elise Hickman Lowery, Esq.
Director of Litigation, MCLSC
Telephone: 228.260.0933, ext. 2507
celowery@mslegalservices.org

W. David Watkins, Sr.
wwatkins@mslegalservices.org
Foreclosure Defense Staff Attorney
414 South State Street
Suite 300
Post Office Box 951
Jackson, MS 39205-0951
(601) 427-3650

RUBIN LUBLIN, LLC

Attorneys and Counselors at Law
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071
TEL (877) 813-0992
FAX (470) 508-9401

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Copy Via Regular Mail**

February 28, 2025

MS Center for Legal Services Corporation (Borrower Attorney for CALDARERA, PAUL B.)
414 South State Street, Suite 300
P.O. Box 951
Jackson, MS 39205

Notice of Acceleration and Foreclosure

File No.: RMU-24-02805-5
Loan: Deed of Trust from PAUL B CALDARERA to MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS INC. AS BENEFICIARY,
AS NOMINEE FOR GENERATION MORTGAGE COMPANY
("Original Lender")
Property Address: 105 S SEASHORE AVE, LONG BEACH, MS 39560

Please be advised that this law firm represents Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust ("Foreclosing Entity"), successor in interest to the Original Lender on the above-referenced Loan. By separate communication you may have been advised of your rights under the Fair Debt Collection Practices Act (the "FDCPA"), should that Act apply to this proceeding. Nothing in this letter shall prevent you from exercising those rights as set forth in that communication. This letter is to advise you that we have been retained to institute non-judicial foreclosure proceedings against the referenced property. Enclosed you will find a copy of the Notice of Substitute Trustee's Sale that was submitted for publication in connection with a foreclosure sale of the above property. The foreclosure sale is scheduled for **April 9, 2025** ("Sale Date").

The indebtedness secured by said Deed of Trust has been and is hereby declared due because of default under the terms of said Deed of Trust. ***The total amount of the debt owed may consist of unpaid principal balance, any unpaid accrued interest, escrow/impound shortages or credits, late charges, legal fees/costs, and other charges. To find out the amount needed to either bring the Loan current or to pay off the Loan in full, please call 866-503-5559.***
(Continued on back/next page)



NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF MISSISSIPPI
COUNTY OF 1ST DISTRICT HARRISON

WHEREAS, default has occurred in the performance of the covenants, terms and conditions of a Deed of Trust dated October 26, 2011, executed by PAUL B CALDARERA conveying certain real property therein described to PREMIER REVERSE CLOSINGS, LA PALMA, as Trustee, for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, Original Beneficiary, to secure the indebtedness therein described, as same appears of record in the office of the Chancery Clerk of 1st District Harrison County, Mississippi filed and recorded November 14, 2011, at Instrument Number 2011-9971-T-J1; and
WHEREAS, the beneficial interest of said Deed of Trust was transferred and assigned to Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust; and
WHEREAS, Rubin Lublin, LLC has been appointed as Substitute Trustee; and
NOW, THEREFORE, the holder of said Deed of Trust, having requested the undersigned so to do, as Substitute Trustee or his duly appointed agent, by virtue of the power, duty and authority vested and imposed upon said Substitute Trustee shall, on **April 9, 2025** within the lawful hours of sale between 11:00AM and 4:00PM at the front door on the east side of the Courthouse proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, the following described property situated in 1st District Harrison County, Mississippi, to wit:

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PROPERTY ADDRESS: The street address of the property is believed to be **105 S SEASHORE AVE, LONG BEACH, MS 39560**. In the event of any discrepancy between this street address and the legal description of the property, the legal description shall control.

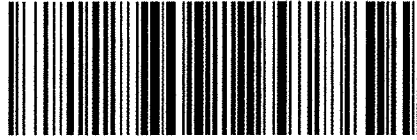
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rlselaw.com/property-listing



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P.O. Box 502830
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IMPORTANT INFORMATION
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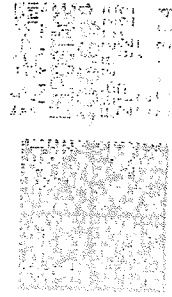
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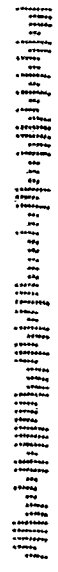
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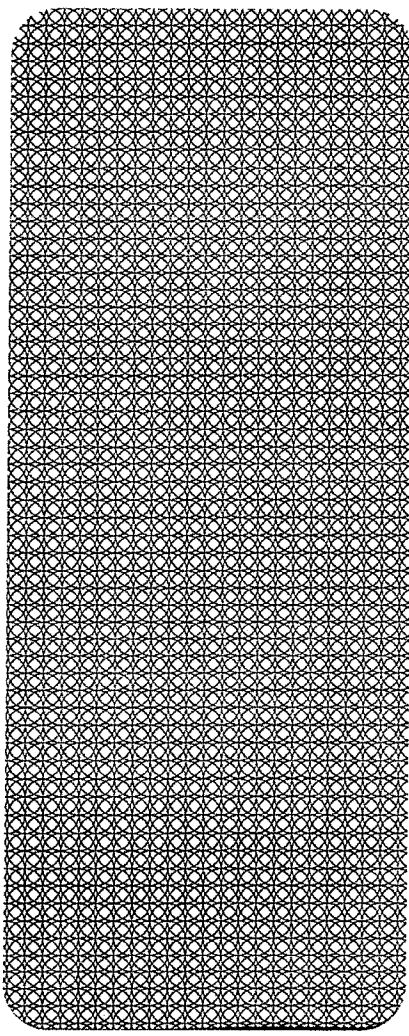
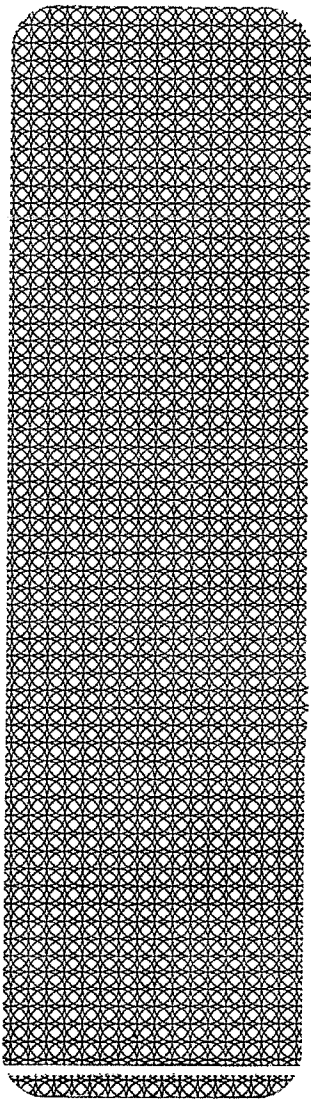
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MAR 9 2025

BY:



3502550951 5008



IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

FILED

APR - 7 2025

ANGELA THRASH
CHANCERY CLERK

BY _____ D.C.

CIVIL ACTION NO.: 25-687(3)

PAUL B. CALDARERA,
Plaintiff,

v.


PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT SERIES I
TRUST,
Defendants.

ATTORNEY'S AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

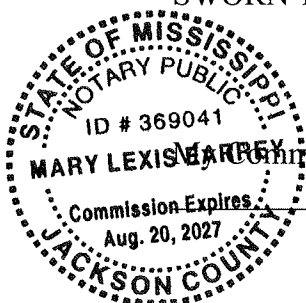
PERSONALLY, CAME, AND APPEARED before me, the undersigned authority in and for the county and state, James B. Wright, who being by me first duly sworn, according to law, states as follows;

1. I am counsel of record for the Plaintiff, Paul B. Caldarera in the above styled cause.
2. That the Plaintiff has filed a Complaint in this cause and is seeking a Temporary Restraining Order against the Defendants in this action to other relief.
3. That no notice was given to the Defendant in this cause given the exigency of this matter and the noticed foreclosure sale of April 9, 2025; that the threat of immediate and irreparable harm, to the Plaintiff caused by the scheduled foreclosure sale made it impractical to give notice to the Defendants, a foreign corporation and non-resident Defendant, and give an opportunity to have this matter noticed for hearing
4. That given the immediate and irreparable harm to the Plaintiff a hearing in this cause without notice to the Defendants is proper and the harm to the Plaintiff outweighs any potential harm to the Defendants in this matter.


JAMES B. WRIGHT

SWORN TO AND SUBSCRIBED before me on this the 7th day of April 2025.


Notary Public



Commission expires: _____

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

FILED

PAUL B. CALDARERA,
Plaintiff,

v.

PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT SERIES I
TRUST,
Defendants.

APR - 7 2025

BY Angela Thrash ANGELA THRASH
CHANCERY CLERK D.C.

CIVIL ACTION NO.: 25-687(3)

TEMPORARY RESTRAINING ORDER

THIS DAY, THIS MATTER came before the Court on the request for Temporary Restraining Order filed by the Plaintiff, Paul B. Caldarera, and the Court having reviewed the verified and sworn Complaint, hearing from counsel and reviewing the documents submitted in support of same finds the motion is well taken and a Temporary Restraining Order should be granted pursuant to Miss. R. Civ. P. 65. It is therefore, FOUND, ORDERED, and ADJUDGED as follows:

1. This Court has jurisdiction over the parties and subject matter herein.
2. That the Plaintiff has met his burden pursuant to Miss. R. Civ. P. 65 and shown that there exist the likelihood of immediate and irreparable harm should this Court not restrain and enjoin the Defendants from conducting the foreclosure sale of the property located at 105 South Seashore Ave, Long Beach, MS 39520, on April 9, 2025; specifically, that the Plaintiff will lose his place of residence and a valuable asset and will be rendered

homeless; that he will suffer irreparable harm as a result of the loss of his home, financial damages, and other damages which are irreparable and immediate;

3. That the Plaintiff, through counsel, made exhaustive efforts to communicate with the Defendants regarding the loan. Counsel communicate with the attorneys for trustee, all in efforts to work with the Defendants on behalf of the Plaintiff and each of those efforts have been thwarted by the Defendants.
4. That the Defendants intentionally misled, miscommunicated, and misinformed Plaintiff and Plaintiff's counsel as to the steps necessary to prevent foreclosure.
5. That these acts, perpetrated by the Defendants, have left the Plaintiff in a position that he will suffer immediate and irreparable harm should this Court not intervene through issuance of a Temporary Restraining Order.
6. That the Defendant's and/or their agents shall be restrained and enjoined from selling, transferring, or in any other manner disposing of the property subject of this action located at 105 South Seashore Ave, Long Beach, MS 39520, through foreclosure sale or auction until further order of this Court or until the expiration of this Order;
7. That the matter shall be reset for hearing before the Court on the 17 day of April 2025 at the Chancery Courthouse located at Gulfport, Miss, MS.
8. That no notice was given to the Defendants in this cause given the exigency of this matter and the noticed foreclosure sale of April 9, 2025; that the threat of immediate and irreparable harm to the Plaintiff caused by the scheduled foreclosure sale made it impractical to give notice to the Defendants, a foreign corporation and non-resident Defendant, and give an opportunity to have this matter noticed for hearing.

9. That given the immediate and irreparable harm to the Plaintiff, a hearing in this cause without notice to the Defendants is proper and the harm to the Plaintiff, a hearing in this cause without notice to the Defendants is proper and the harm to the Plaintiff outweighs any potential harm to the Defendants in this matter. *ma*

Bond shall be posted in the amount of \$250.00.

10. That the Defendants shall be immediately served with a copy of this Order pursuant to law.

SO ORDERED and ADJUDGED, this the 7 day of April 2025 at 1:30 am/pm.

Ma-gurafonso
JAMES B. WRIGHT

Prepared by:

lc given
James B. Wright, MSB#8791
Attorney for Paul B. Caldarera
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
T: 228-896-9148
F: 228-896-9345
jwright@mslegalservices.org

85-75/655 3249

PAUL B. CALDARERA
105 S SEASHORE AVE
LONG BEACH, MS 39560-5706

DATE April 7, 2025

PAY TO THE ORDER OF Harrison County Chancery Clerk \$ 250.00

Two Hundred & Fifty & 00/100 DOLLARS

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BILOXI, MS 39533-0529
WWW.THEPEOPLES.COM

FOR Case # 25-687 (3) Paul B. Caldarera MP

⑆065500752⑆ 477 320 6⑈ 3249

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**IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

**PAUL B. CALDARERA,
Plaintiff,**

v.

**PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT
SERIES I TRUST,
Defendants.**

CIVIL ACTION NO.: 25-687 MA

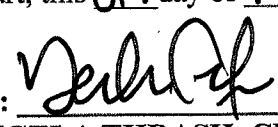
RULE 4 (30 DAYS) SUMMONS

**TO: BANK OF NE YORK MELLON TRUST CO, N.A., AS
TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST
240 GREENWICH STREET
NEW YORK, NEW YORK 10286**

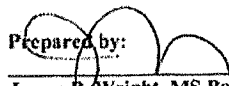
**NOTICE TO DEFENDANT THE COMPLAINT OR PETITION, WHICH IS ATTACHED TO
THIS SUMMONS, IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO
PROTECT YOUR RIGHTS.**

You are required to mail, or hand deliver a copy of written response for this Petition or Complaint to the Honorable James B. Wright the attorney for the Plaintiff, whose address is 520 East Pass Rd., Suite J, Gulfport, MS 39507

Your response must be mailed or delivered no later than (30) days from the date of delivery of this summons. If your response is not mailed or delivered, a judgment by default will be entered against you for the relief demanded in this complaint. You must also file the original of your response with the Clerk of this Court within a reasonable time afterward. Issued under my hand and the seal of said Court, this 8th day of April, 2025.

BY: , D.C.
**ANGELA THRASH, CHANCERY CLERK
HARRISON COUNTY, MISSISSIPPI
POST OFFICE DRAWER CC
GULFPORT, MS 39502**

Prepared by:


**James B. Wright, MS Bar # 8791
Attorney for Plaintiff
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
Tel: 228-896-9148
Fax: 228-896-9345
jwright@mslegalservices.org**

**IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

**PAUL B. CALDARERA,
Plaintiff,**

v.

**PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS
TRUSTEE FOR MORTGAGE ASSETS
MANAGEMENT SERIES I TRUST,
Defendants.**

CIVIL ACTION NO.: 25-687 MA

RULE 4 (30 DAY) SUMMONS

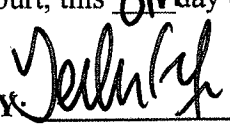
**TO: PHH MORTGAGE SERVICES
c/o CT CORPORATION SYSTEM
631 LAKELAND EAST DRIVE
FLOWOOD, MS 39232**

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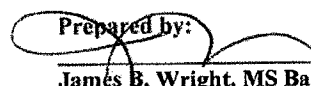
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BY:  , D.C.
**ANGELA THRASH, CHANCERY CLERK
HARRISON COUNTY, MISSISSIPPI
POST OFFICE DRAWER CC
GULFPORT, MS 39502**

Prepared by:


**James B. Wright, MS Bar # 8791
Attorney for Plaintiff
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
Tel: 228-896-9148
Fax: 228-896-9345
jwright@mslegalservices.org**

**IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

**PAUL B. CALDARERA,
Plaintiff,**

v.

**PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS TRUSTEE
FOR MORTGAGE ASSETS
MANAGEMENT SERIES I TRUST,
Defendants.**

CIVIL ACTION NO.: 25-687 MA

RULE 81 SUMMONS

**TO: BANK OF NE YORK MELLON TRUST CO, N.A., AS
TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST
240 GREENWICH STREET
NEW YORK, NEW YORK 10286**

You have been made a Defendant in the attached above referenced suit filed in this Court by **Paul B. Caldarera, Plaintiff.**

You are summoned to appear and defend against the complaint or petition filed against you in this action at **9:00 a.m., on the 17th day of April, 2025** before the Honorable Judge Alfonso in the courtroom of the **Harrison County Chancery Courthouse in Biloxi, Mississippi**, located at 730 Dr. Martin Luther King, Jr. Blvd., and in case of your failure to appear and defend a judgment will be entered against you for the money or other things demanded in the complaint or petition.

You are not required to file an answer or other pleading, but you may do so if you desire.

Issued under my hand and the seal of said Court, this the 8th day of April, 2025.

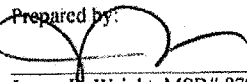
**ANGELA THRASH, CHANCERY CLERK
HARRISON COUNTY, MISSISSIPPI
PO BOX CC
GULFPORT, MS 39502**

By



D.C.

Prepared by:


James B. Wright, MSB# 8791
Attorney for Paul B. Caldarera
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
T: 228-896-9148 Ext. 2559
F: 228-896-9345
jwright@mslegalservices.org

**IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

**PAUL B. CALDARERA,
Plaintiff,**

v.

**PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS TRUSTEE
FOR MORTGAGE ASSETS
MANAGEMENT SERIES I TRUST,
Defendants.**

CIVIL ACTION NO.: 25-687 MA

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631 LAKELAND EAST DRIVE
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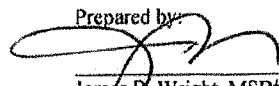
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**ANGELA THRASH, CHANCERY CLERK
HARRISON COUNTY, MISSISSIPPI
PO BOX CC
GULFPORT, MS 39502**

By 

D.C.

Prepared by:


James B. Wright, MSB# 8791
Attorney for Paul B. Caldarera
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
T: 228-896-9148 Ext. 2559
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jwright@mslegalservices.org

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

APR 17 2025

ANGELA THRASH
CHANCERY CLERK

BY Jenna Vance D.C.

PAUL B. CALDARERA,
Plaintiff,

v.

PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT
SERIES I TRUST,
Defendants.

CIVIL ACTION NO.: 25-687 MA

AGREED ORDER RE-SETTING CASE

THIS MATTER was set to come on for hearing on Thursday, April 17, 2025 at 9:00 a.m. The parties have agreed to continue this matter to Thursday, May 22, 2025 at 9:00 a.m., thereby extending the restraining order granted on April 9, 2025.

IT IS THEREFORE ORDERED AND ADJUDGED that this matter is continued from the date of Thursday, April 17, 2025 at 9:00 a.m. to Thursday, May 22, 2025 at 9:00 a.m. before the Honorable Margaret Alfonso in the Chancery Court of Harrison County, Mississippi, located in Gulfport, Mississippi and that the Temporary Restraining Order is extended till May 22, 2025.

SO ORDERD AND ADJUDGED this the 17 day of April, 2025.

Margaret Alfonso
CHANCELLOR

AGREED AS TO FORM AND CONTENT

Johnny Nelms
Johnny Nelms

Attorney for Defendant, *By Special Appearance only*

James B. Wright
James B. Wright

Attorney for Plaintiff

Prepared by:

James B. Wright, MS Bar No. 8791

MS Center for Legal Services

520 East Pass Rd., Suite J

Gulfport, MS 39507

T: (228) 896-9148 ext. 2559

F: (228) 896-9345

jwright@mslegalservices.org

Mailed

RSI

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

PAUL B. CALDARERA,
Plaintiff,

v.

PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS TRUSTEE
FOR MORTGAGE ASSETS
MANAGEMENT SERIES I TRUST,
Defendants.

CIVIL ACTION NO.: 25-687 MA

RULE 81 SUMMONS



TO: PHH MORTGAGE SERVICES
c/o CT CORPORATION SYSTEM
645-631 LAKELAND EAST DRIVE ste 101
FLOWOOD, MS 39232

You have been made a Defendant in the attached above referenced suit filed in this Court by **Paul B. Caldarera, Plaintiff.**

You are summoned to appear and defend against the complaint or petition filed against you in this action at **9:00 a.m., on the 17th day of April, 2025** before the Honorable Judge Alfonso in the courtroom of the **Harrison County Chancery Courthouse in Biloxi, Mississippi**, located at 730 Dr. Martin Luther King, Jr. Blvd., and in case of your failure to appear and defend a judgment will be entered against you for the money or other things demanded in the complaint or petition.

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Issued under my hand and the seal of said Court, this the 8th day of April, 2025.

ANGELA THRASH, CHANCERY CLERK
HARRISON COUNTY, MISSISSIPPI
PO BOX CC
GULFPORT, MS 39502

By [Signature] D.C.

Prepared by:

[Signature]
James B. Wright, MSB# 8791
Attorney for Paul B. Caldarera
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
T: 228-896-9148 Ext. 2559
F: 228-896-9345
jwright@mslegalservices.org

STATE OF MISSISSIPPI
COUNTY OF RANKIN

I have this day executed the within writ by personally
delivering true copies of the within writ

to PHH Mortgage Services via Matt Thibodeaux
By Serving C. T. Corp. Agent

This the 16 day of Apr, 2025
BRYAN BAILEY SHERIFF

BY [Signature] RSI D.S.

STATE OF MISSISSIPPI
COUNTY OF RANKIN

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By Serving C. T. Corp. Agent

This the 16 day of Apr, 2025
BRYAN BAILEY SHERIFF

BY [Signature] BSH D.S.

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

PAUL B. CALDARERA,
Plaintiff,

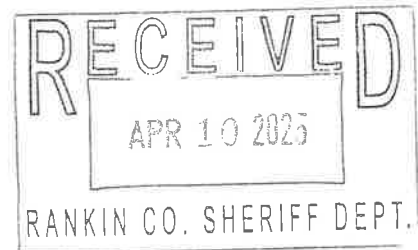
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FOR MORTGAGE ASSETS
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Defendants.

CIVIL ACTION NO.: 25-687 MA

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645-631 LAKELAND EAST DRIVE ste 101
FLOWOOD, MS 39232



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HARRISON COUNTY, MISSISSIPPI
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GULFPORT, MS 39502

By [Signature]

D.C.

Prepared by:

[Signature]
James B. Wright, MSB# 8791
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Mississippi Center for Legal Services Corp.
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T: 228-896-9148 Ext. 2559
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IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

PAUL B. CALDARERA,
Plaintiff,

v.

PHH MORTGAGE SERVICES and
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TRUST COMPANY, N.A., AS
TRUSTEE FOR MORTGAGE ASSETS
MANAGEMENT SERIES I TRUST,
Defendants.

CIVIL ACTION NO.: 25-687 MA

RULE 4 (30 DAY) SUMMONS



TO: PHH MORTGAGE SERVICES
c/o CT CORPORATION SYSTEM
645-631 LAKELAND EAST DRIVE Ste 101
FLOWOOD, MS 39232

NOTICE TO DEFENDANT THE COMPLAINT OR PETITION, WHICH IS ATTACHED TO
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BY: Angela Thrash, D.C.
ANGELA THRASH, CHANCERY CLERK
HARRISON COUNTY, MISSISSIPPI
POST OFFICE DRAWER CC
GULFPORT, MS 39502

Prepared by:

James B. Wright, MS Bar # 8791
Attorney for Plaintiff
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
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STATE OF MISSISSIPPI
COUNTY OF RANKIN

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By Serving C. T. Corp. Agent

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BY [Signature] PSI D.S.

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
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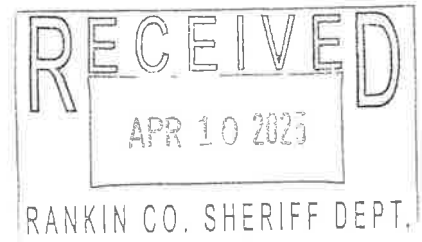
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HARRISON COUNTY, MISSISSIPPI
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GULFPORT, MS 39502

Prepared by:

James B. Wright, MS Bar # 8791
Attorney for Plaintiff
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IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

PAUL B. CALDARERA,
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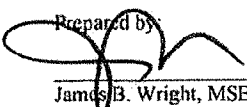
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HARRISON COUNTY, MISSISSIPPI
PO BOX CC
GULFPORT, MS 39502**

By _____



Prepared by:


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Attorney for Paul B. Caldarera
Mississippi Center for Legal Services Corp.
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**IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
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**PAUL B. CALDARERA,
Plaintiff,**

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BY:

**ANGELA THRASH, CHANCERY CLERK
HARRISON COUNTY, MISSISSIPPI
POST OFFICE DRAWER C
GULFPORT, MS 39502**

Prepared by:

**James B. Wright, MS Bar # 8791
Attorney for Plaintiff
Mississippi Center for Legal Services Corp.
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Gulfport, MS 39507
Tel: 228-896-9148
Fax: 228-896-9345
jwright@mslegalservices.org**

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

PAUL B. CALDARERA,
Plaintiff,

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Defendants.**

CIVIL ACTION NO.: 25-687 MA

RULE 81 SUMMONS

**TO: PHH MORTGAGE CORPORATION
c/o CORPORATION SERVICE COMPANY
109 EXECUTIVE DRIVE, SUITE 3
MADISON, MS 39110**

You have been made a Defendant in the attached above referenced suit filed in this Court by **Paul B. Caldarera, Plaintiff.**

You are summoned to appear and defend against the complaint or petition filed against you in this action at **9:00 a.m., on the 22nd day of May, 2025** before the Honorable Judge Alfonso in the courtroom of the **Harrison County Chancery Courthouse in Gulfport, Mississippi**, located at 1801 23rd Ave., and in case of your failure to appear and defend a judgment will be entered against you for the money or other things demanded in the complaint or petition.

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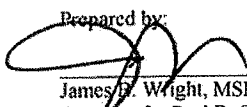
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GULFPORT, MS 39502**

By _____



Prepared by:


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Attorney for Paul B. Caldarera
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
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IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

PAUL B. CALDARERA,
Plaintiff,

v.

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Defendants.

CIVIL ACTION NO.: 25-687 MA

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109 EXECUTIVE DRIVE, SUITE 3
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BY: 

ANGELA THRASH, CHANCERY CLERK
HARRISON COUNTY, MISSISSIPPI
POST OFFICE DRAWER CC
GULFPORT, MS 39502


Prepared by:

James B. Wright, MS Bar # 8791
Attorney for Plaintiff
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
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jwright@mslscgalservices.org

**IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

PAUL B. CALDARERA,
Plaintiff,

v.

**PHH MORTGAGE CORPORATION and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT SERIES I
TRUST,**
Defendants.

CIVIL ACTION NO.: 25-687 MA

**AMENDED COMPLAINT FOR DECLARATORY JUDGMENT, TEMPORARY
RESTRAINING ORDER, PRELIMINARY INJUNCTION, AND PERMANENT
INJUNCTION**

COMES NOW, the Plaintiff, Paul B. Caldarera, by and through undersigned counsel, and files this Complaint for Declaratory Judgment, Temporary Restraining Order (TRO), Preliminary Injunction, and Permanent Injunction against PHH Mortgage Corporation and Bank of New York Mellon Trust Company, N.A., as Trustee for Mortgage Assets Management Series I Trust (collectively, "Defendants"), to prevent the wrongful foreclosure of Plaintiff's property and seek clarification of the rights and obligations under the mortgage agreement

I. PARTIES AND JURISDICTION

1. Plaintiff, PAUL B. CALDARERA, is an adult resident citizen of Harrison County, Mississippi, residing at 105 South Seashore Avenue, Long Beach, Mississippi 39560.
2. Defendant, PHH MORTGAGE CORPORATION, is a mortgage servicing company authorized to do business in the State of Mississippi and may be served with process

CORPORATION SERVICE COMPANY, 109 Executive Drive, Suite 3, Madison, MS 39110.

3. Defendant, BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST, is a financial institution and may be served with process at 240 Greenwich Street, New York, New York 10286.
4. This Court has jurisdiction pursuant to Miss. Code Ann. § 9-5-81 and venue is proper in Harrison County, Mississippi, where the subject property is located.

II. FACTS

5. On October 26, 2011, Plaintiff obtained a reverse mortgage from Generation Mortgage Company, secured by a Deed of Trust on his property located at 105 South Seashore Avenue, Long Beach, Mississippi 39560. The Reverse Mortgage Loan Agreement and the Deed of Trust are attached as Exhibits “A” and “B” respectively.
6. Paragraph 3 of the Deed of Trust is entitled “Fire, Flood and Other Hazard Insurance.” It requires the borrower to insurance the property against “hazards, casualties, and contingencies, including fire,” as do most all similar deeds of trust. However, absent from that paragraph is any requirement that the borrower maintain wind damage insurance, notwithstanding that wind damage insurance was available at the time of the origination of this mortgage. In fact, nowhere in the document is there a single mention of the word “wind,” nor is there any express provision that would require the borrow to secure wind damage insurance. Since wind damage is a significant and material issue to be considered

for property located on the Gulf Coast, it becomes evident that the parties did not intend to require such coverage.

7. Section 15 of the Deed of Trust provides in part:

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

8. At the time of loan origination, Plaintiff was not required to obtain wind damage insurance, nor was he asked to secure such insurance coverage. Frankly, he most likely would not have entered into the reverse mortgage agreement in the first place, had such a requirement existed due to financial constraints, being his inability to afford such insurance coverage from the very beginning of the reverse mortgage.
9. Generation Mortgage Company was certainly aware of this situation since it required financial statements from the borrower as a condition to making the loan.
10. On September 21, 2021, the Deed of Trust was assigned From Generation Mortgage Company to Mortgage Assets Management, LLC. Exhibit "C."
11. At some point in time subsequent to the assignment of the Deed of Trust, the servicing responsibility was transferred to PHH MORTGAGE CORPORATION.
12. On June 29, 2023, Mr. Calderara received a letter dated June 20, 2023 from PHH's insurance department, advising that his wind insurance had "expired," that it is required, and that PHH will purchase force-placed wind insurance coverage if Mr. Calderara did not himself secure such coverage. PHH also demanded that the coverage should be effect as of June 19, 2022.
13. On July 29, 2023, Mr. Calderara received a letter dated July 20, 2023 from PHH advising again that the wind damage insurance had "expired," and that it intends to purchase such

coverage for \$1,213.00. Mr. Calderara called PHH and objected to the proposed action by PHH.

14. In response to Mr. Calderara's objection, PHH sent a letter dated August 17, 2023 advising that it had completed its investigation of the wind damage insurance issue, stating that wind insurance coverage is required on all loans.
15. On April 16, 2024, Plaintiff received an unsigned letter from PHH, dated April 11, 2024, regarding the wind insurance requirement. In this letter, PHH stated that the determination of insurance was a state requirement, and that Plaintiff must obtain the appropriate coverage as mandated by the state. This claim is unsupported by both the original deed of trust and the mortgage agreement, as no such provision explicitly requires wind insurance. That is simply false and a fraudulent misrepresentation of the insurance laws of Mississippi designed to force Mr. Calderara to purchase insurance that he was not required to purchase. Exhibit "D."
16. PHH further implied that the wind damage insurance may be required by the Secretary of Housing and Urban Development. That is likewise untrue and a fraudulent misrepresentation to Mr. Calderara, asserted to induce him to bear a risk of exposure, and to incur a substantial expense that he simply cannot afford to incur and should not be forced to incur.
17. On May 20, 2024, the Deed of Trust was subsequently assigned to BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST. See Exhibit "E."

18. On July 22, 2024, Mr. Calderara received a *Notice of Acceleration and Foreclosure* dated July 18, 2024 from Rubin Lublin, LLC, attorneys for Generation Mortgage Company. The letter advised that a foreclosure sale had been set for August 28, 2024.
19. After being engaged as Mr. Calderara's attorneys, our Corporation sent on August 20, 2024, a "Cease and Desist Demand" and a separate RESPA "notice of error/request for information" to PHH Mortgage and Rubin Lublin, LLC, attached as Exhibits "F" and "G," respectively.
20. On August 23, 2024, Michael Baringer, Esq., Senior Foreclosure Attorney with Rubin Lublin LLC, attorneys for defendants, sent an email to our Corporation advising that the foreclosure sale is cancelled. Exhibit "H."
21. On March 4, 2025, our Corporation received by certified mail from Rubin Lublin, LLC, dated February 28, 2025, a second *Notice of Acceleration and Foreclosure*, with respect to Mr. Calderara's mortgage. Exhibit "I."
22. On March 5, 2025, our Corporation sent, via certified mail and email, a second Qualified Written Request, including a Notice of Error and Request for Information with respect to the force-placed wind damage insurance purchased by PHH. Exhibit "J." PHH sent a confirmation of receipt of the request via email, attached as Exhibit "K."
23. Plaintiff contends that the Defendants' actions constitute a breach of the mortgage loan agreement, violations of the Real Estate Settlement Procedures Act (RESPA) and Mississippi Code Section 81-18-55, that such actions are unconscionable, and contrary to numerous tenets of Mississippi law, including the duty of good faith and fair dealing.

III. CAUSES OF ACTION

COUNT ONE: DECLARATORY JUDGMENT

11. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
12. Plaintiff seeks a declaratory judgment that Defendants have no right to require wind insurance under the original mortgage agreement, that even if there might be implied such a requirement, such requirement was knowingly and voluntarily waived, and that Defendants' attempt to impose such a requirement is invalid and contrary to law.

COUNT TWO: TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF

13. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
14. Plaintiff will suffer immediate and irreparable harm if the foreclosure scheduled for April 9, 2025, is allowed to proceed.
15. Plaintiff has a substantial likelihood of success on the merits, as Defendants are attempting to impose a new obligation that was never part of the original agreement or has been was knowingly and voluntarily waived.
16. Plaintiff has no adequate remedy at law, and the balance of equities favors preventing foreclosure pending resolution of this matter.

COUNT THREE: BREACH OF CONTRACT AND UNCONSCIONABILITY

17. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
18. The Defendants' actions in requiring wind insurance constitute a material and unilateral modification of the original reverse mortgage agreement. Such modification was never agreed upon by Plaintiff, and enforcing this term after more than a decade of non-enforcement is not only unconscionable but also represents a violation of Plaintiff's reasonable expectations under the original contract.

19. Plaintiff seeks a permanent injunction to prohibit defendants from requiring wind damage insurance on the property.

20. Plaintiff seeks damages, including actual damages, attorneys' fees, and statutory penalties as permitted under Mississippi law.

COUNT FOUR: VIOLATION OF MISSISSIPPI CODE § 81-18-55

20. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.

21. Defendants have imposed fees and costs that are not authorized by the original contract, in violation of the Mississippi S.A.F.E. Act, specifically, Mississippi Code § 81-18-55.

22. Plaintiff seeks damages, including actual damages, attorneys' fees, and statutory penalties as permitted under Mississippi law.

COUNT FIVE: VIOLATION OF RESPA (12 U.S.C. § 2605, 12 C.F.R. § 1024.37)

23. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.

24. Defendants improperly imposed force-placed wind insurance without compliance with RESPA's notice requirements, are contrary to state contract law and are in violation of RESPA.

25. Defendants' failure to properly respond to Plaintiff's Notice of Error and Request for Information violated RESPA, causing Plaintiff to incur significant harm, including unnecessary costs and delay. Defendants' failure to address the error compounded Plaintiff's financial and emotional distress, and Plaintiff seeks statutory damages as well as actual, consequential, and compensatory damages for these violations.

26. Plaintiff seeks statutory damages pursuant to RESPA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT SIX: VIOLATION OF TILA (15 U.S.C. § 1639g)

26. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
27. Defendants included unauthorized charges for wind insurance in Plaintiff's payoff statement, violating TILA's disclosure requirements.
28. Plaintiff seeks statutory damages pursuant to TILA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT SEVEN: VIOLATION OF FDCPA (15 U.S.C. § 1692e, 1692f)

28. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
29. Defendants made false representations regarding the necessity of wind insurance, since enforcement of such provisions have been waived, and engaged in unfair debt collection practices, in violation of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692e and § 1692.
30. Defendants' actions in sending misleading letters regarding the necessity of wind insurance and their false representation of the contractual obligations under the mortgage agreement constitute violations of the **Fair Debt Collection Practices Act (FDCPA)**, specifically 15 U.S.C. § 1692e and § 1692f, which prohibit false representations and unfair practices in debt collection.
31. Plaintiff seeks statutory damages pursuant to FDCPA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT EIGHT: VIOLATION OF UDAAP (12 U.S.C. § 5531)

30. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.

31. Defendants engaged in deceptive mortgage servicing practices by misrepresenting

Mississippi law and contract terms regarding wind insurance, contrary to 12 U.S.C. §

5531, the Unfair, Deceptive, or Abusive Acts or Practices Act.

32. Plaintiff seeks statutory damages pursuant to UDAAP, actual, consequential and

compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court:

A. Issue a Temporary Restraining Order Enjoining Defendants from proceeding with the foreclosure sale of Plaintiff's property pending further order of the Court;


B. Enter a Preliminary and Permanent Injunction prohibiting Defendants from enforcing the wind insurance requirement and foreclosing on Plaintiff's property;

C. Declare that Defendants' actions in imposing wind insurance are unenforceable and a violation of the original mortgage agreement;

D. Award Plaintiff statutory penalties, actual damages, consequential and compensatory damages, attorneys' fees, and costs as permitted under RESPA, TILA, FDCPA, and all other applicable federal and state laws;

E. Grant such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED, this 13th day of ^{May}~~March~~ 2025.

BY: 

**James B. Wright – Managing Attorney at
Mississippi Center for Legal Services**

James B. Wright, MSB# 8791

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W. David Watkins

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**IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT**

PAUL B. CALDARERA

PLAINTIFF

VS.

CIVIL ACTION NO. 24CH1:25-CV-00687-MA

**PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT SERIES
I TRUST**

DEFENDANTS

**NOTICE OF FILING OF
NOTICE OF REMOVAL OF CASE TO FEDERAL COURT**

PLEASE TAKE NOTICE that the above-styled action has been removed to the United States District Court for the Southern District of Mississippi, Southern Division (the “District Court”) by the filing of the *Notice of Removal* with the Clerk of the District Court on May 20, 2025. A true and correct copy of the Notice of Removal is attached hereto as “**Exhibit A.**”

PLEASE TAKE FURTHER NOTICE that upon filing the Notice of Removal with the Clerk of the District Court, along with filing copies thereof with the Clerk of this Court, the Defendant, Bank of New York Mellon Trust Company, N.A., as Trustee for Mortgage Assets Management Series I Trust, has perfected the removal of the above-styled matter, and neither this Court nor the Plaintiff shall proceed in this matter unless or until it is remanded to this Court.

THIS, the 21st day of May, 2025.

Respectfully submitted,

**BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT SERIES
I TRUST**

By: s/ John T. Rouse
John T. Rouse

OF COUNSEL:

John T. Rouse (MSB No. 101586)
Taylor D. Weatherspoon (MSB No. 106712)
McGLINCHEY STAFFORD, PLLC
1020 Highland Colony Pkwy, Ste. 406
Ridgeland, Mississippi 39157
Phone: (769) 524-2329/2327 | Fax: (601) 608-7871
Email: jrouse@mcglinchey.com; tweatherspoon@mcglinchey.com

CERTIFICATE OF SERVICE

I do hereby certify that I have this day electronically filed the foregoing with the Clerk of the Court using the MEC system, which sent notification of such filing to the following:

James B Wright, Jr - jwright@mslegalservices.org; klsmith@mslegalservices.org;
jameswrightlaw@gmail.com; trivers@mslegalservices.org

and I hereby certify that I have mailed by United States Postal Service the document to the following non-MEC system participants:

W. David Watkins
Post Office Box 951
Jackson, MS 39205-0951
Email: wwatkins@mslegalservices.org

THIS, the 21st day of May, 2025.

s/ John T. Rouse
OF COUNSEL

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

PAUL B. CALDARERA

PLAINTIFF

VS.

CIVIL ACTION NO. 1:25cv145 HSO-BWR

PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT SERIES
I TRUST

DEFENDANTS

NOTICE OF REMOVAL

COMES NOW the Defendant, BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST (“BNY”) by and through its attorneys, McGlinchey Stafford, PLLC, and files this, its Notice of Removal, and in support thereof would show unto the Court the following, to wit:

I. INTRODUCTION

1. The Plaintiff, Paul B. Caldarera (the “Plaintiff”), commenced this action on or about April 7, 2025, as amended on May 13, 2025, in the Chancery Court of Harrison County, Mississippi, Civil Action No. 24CH1:25-cv-00687-MA, against the Defendants (the “State Court Lawsuit”). A copy of the Plaintiff’s *Complaint for Declaratory Judgment, Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction* filed on April 7, 2025 with all attachments (the “Complaint”), and the *Amended Complaint for Declaratory Judgment, Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction* (the “Amended Complaint”) filed on May 13, 2025, as filed in the State Court Lawsuit, are attached hereto as collective, **Exhibit “1”** and incorporated herein by reference.

2. On April 8, 2025, Plaintiff issued summons to BNY, but BNY was never served with the Complaint. On May 13, 2025, Plaintiff issued a second summons to BNY. However,

BNY has not yet been served with the Amended Complaint. Therefore, the 30-day time limit for removal has yet to begin and the removal of this matter is timely pursuant to 28 U.S.C. § 1446. A copy of the April 8, 2025 and the May 13, 2025 issued Summons are attached hereto as **Exhibit “2”** and incorporated herein by reference.

3. For the reasons set out herein, this Court has jurisdiction over this civil action pursuant to 28 U.S.C. §§ 1331, 1332, 1441 and 1446.

II. BASIS FOR REMOVAL

A. Factual Background

Facts pertaining to Federal Question Jurisdiction

4. According to the Amended Complaint, on October 26, 2011, Plaintiff obtained a reverse mortgage from Generation Mortgage Company and executed a Deed of Trust relating to the Plaintiff’s reverse mortgage loan for his home located at 105 South Seashore Avenue, Long Beach, Mississippi 39560. *See* Amended Complaint, Ex. 1 at ¶ 5. The Deed of Trust was later assigned to Mortgage Assets Management, LLC and then assigned to BNY on May 20, 2024 with the servicing responsibility being transferred to PHH.¹ *Id.* at ¶¶ 10-11, 17.

5. The Plaintiff’s Amended Complaint alleges causes of action for: Count One – Declaratory Judgment, Count Two – Temporary Restraining Order and Injunctive Relief, Count Three – Breach of Contract and Unconscionability, Count Four – Violation of Mississippi Code § 81-18-55, Count Five – Violation of RESPA (12 U.S.C. § C.F.R. § 1024.37), Count Six – Violation of TILA (15 U.S.C. § 1639g), Count Seven – Violation of FDCPA (15 U.S.C. § 1692e, 1692f), and Count Eight – Violation of UDAAP (12 U.S.C. § 5531). *See* Amended Complaint at ¶¶ 11-32.

¹ The correct name of PHH is PHH Mortgage Corporation.

6. The Plaintiff's Complaint requests that the Court (A) issue a Temporary Restraining Order Enjoining Defendants from proceeding with the foreclosure sale of Plaintiff's property pending further order of the Court; (B) enter a Preliminary and Permanent Injunction prohibiting Defendants from enforcing the wind insurance requirement and foreclosing on Plaintiff's property; (C) declare that Defendants' actions in imposing wind insurance are unenforceable and a violation of the original mortgage agreement; (D) award Plaintiff statutory penalties, actual damages, consequential, and compensatory damages, attorneys' fees, and costs as permitted under RESPA, TILA, FDCPA, and all other applicable federal and state laws; and (E) grant such other and further relief as the Court deems just and proper. *See* Amended Complaint at *ad damnum* clause.

Facts pertaining to Diversity Jurisdiction

7. Plaintiff's Amended Complaint states that Plaintiff is a resident of Harrison County, Mississippi. *See* Amended Complaint, Ex. 1 at ¶ 1.

8. Defendant PHH Mortgage Corporation, erroneously named as PHH Mortgage Services ("PHH") is named in the Amended Complaint in its capacity as the servicing company authorized to do business in the State of Mississippi. *Id.* at Ex. 1 at ¶ 2. PHH is a New Jersey Corporation with its principal place of business in New Jersey. Therefore, PHH is a citizen of New Jersey for purposes of diversity jurisdiction.

9. Defendant BNY is named in the Amended Complaint as a financial institution. *Id.* at Ex. 1 at ¶ 3. BNY is a national banking association with its principal place of business located in New York. Therefore, BNY is a citizen of New York for purposes of diversity jurisdiction.

B. Legal Analysis

This Court possesses Federal Question Jurisdiction over these claims pursuant to 28 U.S.C. § 1331.

10. This Court has subject matter jurisdiction over this matter based upon federal question jurisdiction.

11. Plaintiff's claims stated in the Complaint necessarily arise under federal law, as is demonstrated on the face of his Complaint.

12. Plaintiff's Amended Complaint states claims for a violation of federal statutes, which establishes federal question jurisdiction. Specifically, Plaintiff claims violations of RESPA, TILA, FDCPA, and UDAAP. *See* Amended Complaint at ¶¶ 11-32.

13. Accordingly, this Court has subject matter jurisdiction over this matter as a federal question pursuant to 28 U.S.C. § 1331.

This Court possesses Diversity Jurisdiction over these claims pursuant to 28 U.S.C. § 1332.

14. All of the defendants that are properly joined in this matter are diverse from Plaintiff.

15. Plaintiff is a citizen of the state of Mississippi. *See* Amended Complaint, Ex. 1 at ¶ 1.

16. PHH is a New Jersey corporation with its principal place of business located in New Jersey. A corporation is a citizen of the state where it is incorporated and the state where it has its principal place of business. 28 U.S.C. § 1332(c)(1); *Lincoln Prop. Co. v. Roche*, 546 U.S. 81, 88-90 (2005). Therefore, PHH is a citizen of New Jersey for purposes of diversity jurisdiction.

17. Defendant, BNY, is a national banking association with its principal place of business in New York, and a non-citizen for Mississippi for jurisdictional purposes. A national bank is a citizen of the state where its main office, as designated in its articles of association, is located. *Wachovia Bank, N.A. v. Schmidt*, 546 U.S. 303, 307 (2006). Defendant, BNY, is also the trustee of a trust. When determining the citizenship of a trust for purposes of diversity jurisdiction, it is the citizenship of the trustee which controls. *Navarro Sav. Assoc. v. Lee*, 446 U.S. 458, 464-66 (1980); *Homfeld II, L.L.C. v. Comair Holdings, Inc.*, 53 F. App'x 731, 732 (6th Cir. 2002); *Mfrs. and Traders Trust Co. v. HSBC Bank USA, N.A.*, 564 F. Supp. 2d 261, 263 (S.D.N.Y. 2008).

Defendant, BNY, is, and at all times relevant to this action was, a national association bank with its main office located in New York. Thus, the Defendant, BNY, is a citizen of New York, and no other state, for purposes of diversity jurisdiction.

18. The amount in controversy requirement has been satisfied based upon the claims asserted by Plaintiff in the Amended Complaint and the documents attached to the Complaint. Plaintiff seeks an Order from the Court entering a permanent injunction preventing the Defendants from foreclosing on his home. Amended Complaint, Ex. 1 at *ad damnum clause*. As the documents attached to the Complaint demonstrate [*see*, Complaint, Ex. 1 at Exhibit A and Exhibit B, Home Equity Conversion Mortgage Loan Agreement and Deed of Trust], the maximum claim amount on his reverse mortgage is \$226,800.00. Thus, Plaintiff himself has necessarily established that the amount in controversy exceeds \$75,000.00.

19. Accordingly, this Court has diversity subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because all of the properly joined defendants are diverse from Plaintiff and the amount in controversy is satisfied.

III. CONCLUSION

20. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 & 1332.

21. This Court has supplemental jurisdiction over all other claims asserted by the Plaintiff in accordance with 28 U.S.C. §§ 1367 & 1441.

22. By filing this Notice of Removal, BNY does not waive its right to object to service, service of process, sufficiency of process, jurisdiction over the subject matter, jurisdiction over the person, venue, standing or assert any other applicable defenses. BNY does not waive its right to challenge any of the allegations in the Amended Complaint.

23. All defendants which have properly served and joined at the time of this Notice of Removal have consented or will consent to removal to this Court within the time allowed for consent.²

24. Promptly after the filing of this Notice of Removal, BNY will provide notice of the removal to Plaintiff through his attorney of record in the State Court Lawsuit, and shall file a copy of this Notice with the clerk of the Court in the State Court Lawsuit, as required by 28 U.S.C. § 1446(d).

25. The entire state court file will be filed electronically. *See* Uniform Local Rule 5(b).

WHEREFORE, PREMISES CONSIDERED, BNY pray that this Court assume full jurisdiction over these proceedings as provided for by law.

THIS, the 20th day of May, 2025.

Respectfully submitted,
**BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT SERIES
I TRUST**

By: s/ John T. Rouse
John T. Rouse

OF COUNSEL:

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² *See Pike Cnty., Mississippi v. Aries Bldg. Sys., LLC*, 2017 WL 1737722 at *3 (S.D. Miss. May 3, 2017)(explaining that unserved defendants need not consent to removal).

CERTIFICATE OF SERVICE

I do hereby certify that I have this day served via electronic filing and/or U.S. Mail, postage prepaid, a true and correct copy of the foregoing to:

James B Wright, Jr
Mississippi Center for Legal Services Corp
520 East Pass Rd., Suite J
Gulfport, MS 39507
Email: jwright@mslegalservices.org

W. David Watkins
Post Office Box 951
Jackson, MS 39205-0951
Email: wwatkins@mslegalservices.org

THIS, the 20th day of May, 2025.

s/ John T. Rouse
OF COUNSEL

EXHIBIT 1

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

FILED

APR - 7 2025

ANGELA THRASH
CHANCERY CLERK

BY _____ D.C.

PAUL B. CALDARERA,
Plaintiff,

v.

PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT SERIES I
TRUST,
Defendants.

CIVIL ACTION NO.: 25-687(3)

**COMPLAINT FOR DECLARATORY JUDGMENT, TEMPORARY RESTRAINING
ORDER, PRELIMINARY INJUNCTION, AND PERMANENT INJUNCTION**

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I. PARTIES AND JURISDICTION

1. Plaintiff, PAUL B. CALDARERA, is an adult resident citizen of Harrison County, Mississippi, residing at 105 South Seashore Avenue, Long Beach, Mississippi 39560.
2. Defendant, PHH MORTGAGE SERVICES, is a mortgage servicing company authorized to do business in the State of Mississippi and may be served with process C T CORPORATION SYSTEM, 631 Lakeland East Drive, Flowood, MS 39232.

3. Defendant, BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST, is a financial institution and may be served with process at 240 Greenwich Street, New York, New York 10286.
4. This Court has jurisdiction pursuant to Miss. Code Ann. § 9-5-81 and venue is proper in Harrison County, Mississippi, where the subject property is located.

II. FACTS

5. On October 26, 2011, Plaintiff obtained a reverse mortgage from Generation Mortgage Company, secured by a Deed of Trust on his property located at 105 South Seashore Avenue, Long Beach, Mississippi 39560. The Reverse Mortgage Loan Agreement and the Deed of Trust are attached as Exhibits “A” and “B” respectively.
6. Paragraph 3 of the Deed of Trust is entitled “Fire, Flood and Other Hazard Insurance.” It requires the borrower to insure the property against “hazards, casualties, and contingencies, including fire,” as do most all similar deeds of trust. However, absent from that paragraph is any requirement that the borrower maintain wind damage insurance, notwithstanding that wind damage insurance was available at the time of the origination of this mortgage. In fact, nowhere in the document is there a single mention of the word “wind,” nor is there any express provision that would require the borrower to secure wind damage insurance. Since wind damage is a significant and material issue to be considered

for property located on the Gulf Coast, it becomes evident that the parties did not intend to require such coverage.

7. Section 15 of the Deed of Trust provides in part:

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

8. At the time of loan origination, Plaintiff was not required to obtain wind damage insurance, nor was he asked to secure such insurance coverage. Frankly, he most likely would not have entered into the reverse mortgage agreement in the first place, had such a requirement existed due to financial constraints, being his inability to afford such insurance coverage from the very beginning of the reverse mortgage.
9. Generation Mortgage Company was certainly aware of this situation since it required financial statements from the borrow as a condition to making the loan.
10. On September 21, 2021, the Deed of Trust was assigned From Generation Mortgage Company to Mortgage Assets Management, LLC. Exhibit “C.”
11. At some point in time subsequent to the assignment of the Deed of Trust, the servicing responsibility was transferred to PHH MORTGAGE SERVICES.
12. On June 29, 2023, Mr. Calderara received a letter dated June 20, 2023 from PHH’s insurance department, advising that his wind insurance had “expired,” that it is required, and that PHH will purchase force-placed wind insurance coverage if Mr. Calderara did not himself secure such coverage. PHH also demanded that the coverage should be effect as of June 19, 2022.
13. On July 29, 2023, Mr. Calderara received a letter dated July 20, 2023 from PHH advising again that the wind damage insurance had “expired,” and that it intends to purchase such

coverage for \$1,213.00. Mr. Calderara called PHH and objected to the proposed action by PHH.

14. In response to Mr. Calderara's objection, PHH sent a letter dated August 17, 2023 advising that it had completed its investigation of the wind damage insurance issue, stating that wind insurance coverage is required on all loans.
15. On April 16, 2024, Plaintiff received an unsigned letter from PHH, dated April 11, 2024, regarding the wind insurance requirement. In this letter, PHH stated that the determination of insurance was a state requirement, and that Plaintiff must obtain the appropriate coverage as mandated by the state. This claim is unsupported by both the original deed of trust and the mortgage agreement, as no such provision explicitly requires wind insurance. That is simply false and a fraudulent misrepresentation of the insurance laws of Mississippi designed to force Mr. Calderara to purchase insurance that he was not required to purchase. Exhibit "D."
16. PHH further implied that the wind damage insurance may be required by the Secretary of Housing and Urban Development. That is likewise untrue and a fraudulent misrepresentation to Mr. Calderara, asserted to induce him to bear a risk of exposure, and to incur a substantial expense that he simply cannot afford to incur and should not be forced to incur.
17. On May 20, 2024, the Deed of Trust was subsequently assigned to BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST. See Exhibit "E."

18. On July 22, 2024, Mr. Calderara received a *Notice of Acceleration and Foreclosure* dated July 18, 2024 from Rubin Lublin, LLC, attorneys for Generation Mortgage Company. The letter advised that a foreclosure sale had been set for August 28, 2024.
19. After being engaged as Mr. Calderara's attorneys, our Corporation sent on August 20, 2024, a "Cease and Desist Demand" and a separate RESPA "notice of error/request for information" to PHH Mortgage and Rubin Lublin, LLC, attached as Exhibits "F" and "G," respectively.
20. On August 23, 2024, Michael Baringer, Esq., Senior Foreclosure Attorney with Rubin Lublin LLC, attorneys for defendants, sent an email to our Corporation advising that the foreclosure sale is cancelled. Exhibit "H."
21. On March 4, 2025, our Corporation received by certified mail from Rubin Lublin, LLC, dated February 28, 2025, a second *Notice of Acceleration and Foreclosure*, with respect to Mr. Calderara's mortgage. Exhibit "I."
22. On March 5, 2025, our Corporation sent, via certified mail and email, an second Qualified Written Request, including a Notice of Error and Request for Information with respect to the force-placed wind damage insurance purchased by PHH. Exhibit "J." PHH sent a confirmation of receipt of the request via email, attached as Exhibit "K."
23. Plaintiff contends that the Defendants' actions constitute a breach of the mortgage loan agreement, violations of the Real Estate Settlement Procedures Act (RESPA) and Mississippi Code Section 81-18-55, that such actions are unconscionable, and contrary to numerous tenets of Mississippi law, including the duty of good faith and fair dealing.

III. CAUSES OF ACTION

COUNT ONE: DECLARATORY JUDGMENT

11. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
12. Plaintiff seeks a declaratory judgment that Defendants have no right to require wind insurance under the original mortgage agreement, that even if there might be implied such a requirement, such requirement was knowingly and voluntarily waived, and that Defendants' attempt to impose such a requirement is invalid and contrary to law.

COUNT TWO: TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF

13. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
14. Plaintiff will suffer immediate and irreparable harm if the foreclosure scheduled for April 9, 2025, is allowed to proceed.
15. Plaintiff has a substantial likelihood of success on the merits, as Defendants are attempting to impose a new obligation that was never part of the original agreement or has been was knowingly and voluntarily waived.
16. Plaintiff has no adequate remedy at law, and the balance of equities favors preventing foreclosure pending resolution of this matter.

COUNT THREE: BREACH OF CONTRACT AND UNCONSCIONABILITY

17. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
18. The Defendants' actions in requiring wind insurance constitute a material and unilateral modification of the original reverse mortgage agreement. Such modification was never agreed upon by Plaintiff, and enforcing this term after more than a decade of non-enforcement is not only unconscionable but also represents a violation of Plaintiff's reasonable expectations under the original contract.

19. Plaintiff seeks a permanent injunction to prohibit defendants from requiring wind damage insurance on the property.
20. Plaintiff seeks damages, including actual damages, attorneys' fees, and statutory penalties as permitted under Mississippi law.

COUNT FOUR: VIOLATION OF MISSISSIPPI CODE § 81-18-55

20. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
21. Defendants have imposed fees and costs that are not authorized by the original contract, in violation of the Mississippi S.A.F.E. Act, specifically, Mississippi Code § 81-18-55.
22. Plaintiff seeks damages, including actual damages, attorneys' fees, and statutory penalties as permitted under Mississippi law.

COUNT FIVE: VIOLATION OF RESPA (12 U.S.C. § 2605, 12 C.F.R. § 1024.37)

23. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
24. Defendants improperly imposed force-placed wind insurance without compliance with RESPA's notice requirements, are contrary to state contract law and are in violation of RESPA.
25. Defendants' failure to properly respond to Plaintiff's Notice of Error and Request for Information violated RESPA, causing Plaintiff to incur significant harm, including unnecessary costs and delay. Defendants' failure to address the error compounded Plaintiff's financial and emotional distress, and Plaintiff seeks statutory damages as well as actual, consequential, and compensatory damages for these violations.
26. Plaintiff seeks statutory damages pursuant to RESPA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT SIX: VIOLATION OF TILA (15 U.S.C. § 1639g)

26. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
27. Defendants included unauthorized charges for wind insurance in Plaintiff's payoff statement, violating TILA's disclosure requirements.
28. Plaintiff seeks statutory damages pursuant to TILA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT SEVEN: VIOLATION OF FDCPA (15 U.S.C. § 1692e, 1692f)

28. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
29. Defendants made false representations regarding the necessity of wind insurance, since enforcement of such provisions have been waived, and engaged in unfair debt collection practices, in violation of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692e and § 1692.
30. Defendants' actions in sending misleading letters regarding the necessity of wind insurance and their false representation of the contractual obligations under the mortgage agreement constitute violations of the **Fair Debt Collection Practices Act (FDCPA)**, specifically 15 U.S.C. § 1692e and § 1692f, which prohibit false representations and unfair practices in debt collection.
31. Plaintiff seeks statutory damages pursuant to FDCPA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT EIGHT: VIOLATION OF UDAAP (12 U.S.C. § 5531)

30. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.

31. Defendants engaged in deceptive mortgage servicing practices by misrepresenting Mississippi law and contract terms regarding wind insurance, contrary to 12 U.S.C. § 5531, the Unfair, Deceptive, or Abusive Acts or Practices Act.

32. Plaintiff seeks statutory damages pursuant to UDAAP, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court:

A. Issue a Temporary Restraining Order Enjoining Defendants from proceeding with the foreclosure sale of Plaintiff's property pending further order of the Court;

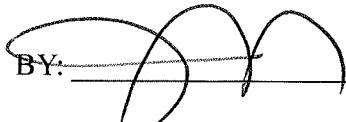
B. Enter a Preliminary and Permanent Injunction prohibiting Defendants from enforcing the wind insurance requirement and foreclosing on Plaintiff's property;

C. Declare that Defendants' actions in imposing wind insurance are unenforceable and a violation of the original mortgage agreement;

D. Award Plaintiff statutory penalties, actual damages, consequential and compensatory damages, attorneys' fees, and costs as permitted under RESPA, TILA, FDCA, and all other applicable federal and state laws;

E. Grant such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED, this ____ day of March 2025.

BY:  _____

**James B. Wright – Managing Attorney at
Mississippi Center for Legal Services**

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Schedule of Exhibits to Calderara Complaint

- A. The Reverse Mortgage Loan Agreement
- B. Deed of Trust
- C. Assignment of Deed of Trust from Generation Mortgage to Mortgage Assets Management, LLC
- D. April 11, 2024 letter from PHH to Calderara
- E. May 20, 2024 Assignment of Deed of Trust to Bank of New York Mellon Trust
- F. August 20, 2024 Cease and Desist
- G. August 20, 2024 Qualified Written Request
- H. 8/23/24 email from Rubin cancelling sale
- I. 3/4/2025 – Notice of Acceleration and Foreclosure
- J. 3/5/2025 – second QWR from MCLSC to PHH
- K. 3/5/2025 email confirmation from PHH

Exhibit A

CLOSED-END FIXED RATE
HOME EQUITY CONVERSION MORTGAGE LOAN AGREEMENTPHA Case No. 281-3919575-951
Loan No. 1061101579THIS AGREEMENT is made this 26TH day of OCTOBER, 2011, among
PAUL D CALDERERA

("Borrower"),

GENERATION MORTGAGE COMPANY

("Lender")

and the Secretary of Housing and Urban Development ("Secretary").

Article 1 - Definitions

- 1.1. Expected Average Mortgage Interest Rate means the amount indicated on the attached payment plan (Exhibit 1). It is a constant interest rate used to calculate monthly payments to the Borrower throughout the life of the loan.
- 1.2. Loan Advances means all funds advanced from or charged to Borrower's account under conditions set forth in this Loan Agreement, whether or not actually paid to Borrower. To the extent Borrower prepays any outstanding balance under the Note, such amounts will no longer be available to be advanced under this Loan Agreement.
- 1.3. Loan Documents means the Note, Second Note, Security Instrument and Second Security Instrument.
- 1.4. Maximum Claim Amount means the lesser of the appraised value of the property, as determined by the appraisal used in underwriting the loan, or the sales price of the property being purchased for the sole purpose of being the principal residence, or the national mortgage limit for a one family residence under section 303(a)(2) of the Federal Home Loan Mortgage Corporation Act (as adjusted where applicable under section 214 of the National Housing Act) as of the date of loan closing. Closing costs must not be taken into account in determining appraised value.
- 1.5. Note means the promissory note signed by Borrower together with this Loan Agreement and given to Lender to evidence Borrower's promise to repay, with interest, Loan Advances by Lender or Lender's assignees.
- 1.6. Principal or Principal Balance means the sum of all Loan Advances made as of a particular date, including interest and mortgage insurance premiums.
- 1.7. Principal Limit means the amount indicated on the attached payment plan (Exhibit 1) when this Loan Agreement is executed, and increases each month for the life of the loan at a rate equal to the sum of the applicable monthly interest rate charge, plus one-twelfth the annual MIP. The Principal Limit is calculated by multiplying the Maximum Claim Amount by a factor supplied by the Secretary, which is based on the age of the youngest Borrower and the Expected Average Mortgage Interest Rate.
- 1.8. Principal Residence means the dwelling where the Borrower shall maintain his or her permanent place of abode, and typically spends the majority of the calendar year. A person may have only one principal residence at any one time. The Property shall be considered to be the Principal Residence of any Borrower who is temporarily or permanently in a health care institution as long as the Property is the Principal Residence of at least one other Borrower who is not in a health care institution.
- 1.9. Property means Borrower's property identified in the Security Instrument.
- 1.10. Second Note means the promissory note signed by Borrower together with this Loan Agreement and given to the Secretary to evidence Borrower's promise to repay, with interest, Loan Advances by the Secretary secured by the Second Security Instrument.
- 1.11. Second Security Instrument means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower together with this Loan Agreement and which secures the Second Note.
- 1.12. Security Instrument means the mortgage, deed of trust, security deed or other security instrument which is signed by Borrower together with this Loan Agreement and which secures the Note.

Article 2 - Loan Advances

- 2.1. General. Lender agrees to make Loan Advances under the conditions set forth in this Loan Agreement in consideration of the Note and Security Instrument given by Borrower on the same date as this Loan Agreement.
- 2.2. Initial Advances.
 - 2.2.1. Loan Advances shall be used by Lender to pay, or reimburse Borrower for, closing costs listed in the Schedule of Closing Costs (Exhibit 2) attached to and made a part of this Loan Agreement, except that Loan Advances will only be used to pay origination fees in an amount not to exceed the greater of \$2,500 or 2% of the maximum claim amount of the mortgage, up to a maximum claim amount of \$200,000, plus one percent of any portion of the maximum claim amount that is greater than \$200,000, nor shall the Lender charge the Borrower an origination fee in excess of \$5,000.
 - 2.2.2. Loan Advances shall be used by Lender to discharge the liens on the Property listed in the Schedule of Liens/HECM for Purchase Disbursements to Seller (Exhibit 2) attached to and made a part of this Loan Agreement.

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Multistate HECM Loan Agreement 02/2010

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- 2.2.3. Lender shall pay an Initial Loan Advance to Borrower in the amount indicated on the attached payment plan (Exhibit 1).
- 2.2.4. Initial advances required by this Section 2.2. shall be made as soon as such advances are permitted by the applicable provisions of 12 CFR Part 226 (Truth in Lending) governing Borrower's right of rescission, but not before that time.
- 2.3. **Set Aside.**
- 2.3.1. Amounts set aside from the Principal Limit shall be considered Loan Advances to the extent actually disbursed or earned by Lender.
- 2.3.2. Lender shall initially set aside from the Principal Limit the amount indicated on the attached payment plan (Exhibit 1) for repairs to be made in accordance with a Repair Rider attached to and made a part of this Loan Agreement (Exhibit 3).
- 2.3.3. Lender shall initially set aside from the Principal Limit the amount indicated on the attached payment plan (Exhibit 1) to be applied to payments due for first year property charges consisting of taxes, hazard insurance, ground rents and assessments.
- 2.3.4. Lender shall initially set aside from the Principal Limit the amount indicated on the attached payment plan (Exhibit 1) to be applied to payment due for a fixed monthly charge for servicing activities of Lender or its servicer. Such servicing activities are necessary to protect Lender's interest in the Property. A servicing fee set aside, if any, is not available to the Borrower for any purpose, except to pay for loan servicing.
- 2.4. **Charges and Fees.** Borrower shall pay to Lender reasonable and customary charges and fees as permitted under 24 CFR 206.207(a). Such amounts shall be considered Loan Advances when actually disbursed by Lender.
- 2.5. **Monthly Payments.**
- 2.5.1. Borrower may request Loan Advances as Monthly Payments wherein Loan Advances shall be paid directly to Borrower in equal monthly payments.
- 2.5.2. Monthly payments shall be calculated for either the term payment plan or the tenure payment plan, as requested by Borrower.
- 2.5.3. Monthly payments under the term payment plan are made only during a term chosen by Borrower and shall be calculated so that the sum of (i) or (ii) added to (iii), (iv), (v) and (vi) shall be equal to or less than the Principal Limit at the end of the term:
- (i) Initial Advances under Section 2.2, plus any initial servicing fee set aside under Subsection 2.3.4.; or
 - (ii) The Principal Balance at the time of a change in payments under Sections 2.8. and 2.9. plus any remaining servicing fee set aside under Subsection 2.3.4.; and
 - (iii) The portion of the Principal Limit set aside as a line of credit under Section 2.7., including any set asides for repairs (Subsection 2.3.2.) and first year property charges (Subsection 2.3.3.); and
 - (iv) All monthly payments due through the payment term, including funds withheld for payment of property charges under Section 2.10.; and
 - (v) All mortgage insurance premiums, or monthly charges due to the Secretary in lieu of mortgage insurance premiums, which are due through the payment term (Subsection 2.13.); and
 - (vi) All interest through the payment term. The Expected Average Mortgage Interest Rate shall be used for this purpose.
- 2.5.4. Monthly payments under the tenure payment plan shall be calculated as in Subsection 2.5.3. as if there were a payment term with the number of months in the term equal to the sum of 100 minus the age of the youngest Borrower multiplied by 12, but payments shall continue until the loan becomes due and payable as provided in the Loan Documents.
- 2.5.5. Monthly payments shall be paid to Borrower on the first business day of a month.
- 2.5.6. If Borrower has requested monthly payments, payments shall be indicated on the attached payment plan (Exhibit 1). The payment plan may be changed by Borrower as provided in Sections 2.8. and 2.9.
- 2.6. **Line of Credit without Monthly Payments.**
- 2.6.1. Borrower may request (i) a single Loan Advance under a line of credit payment plan to be paid in a lump sum disbursement upon settlement of the Loan or (ii) Loan Advances under a line of credit payment plan in amounts and at times determined by Borrower, if the Principal Balance of the loan after the Loan Advance is made is less

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then or equal to the applicable Principal Limit, excluding any portion of the Principal Limit set aside under Sections 2.3.2. or 2.3.4. The line of credit amount increases at the same rate as the total Principal Limit increases under Section 1.7.

- 2.6.2. Line of credit payments shall be paid to Borrower within five business days after Lender has received a written request for payment by Borrower.
- 2.6.3. Lender may specify a form for line of credit payment requests.
- 2.6.4. Lender shall provide Borrower with a statement of the account every time a line of credit payment is made. The statement shall include the current interest rate, the previous Principal Balance, the amount of the current Loan Advance, the current Principal Balance after the Loan Advance, and the current Principal Limit.
- 2.7. Line of Credit with Monthly Payments.
- 2.7.1. Borrower may receive monthly payments under either a term or tenure payment plan combined with a line of credit, as indicated on the attached payment plan (Exhibit 1).
- 2.7.2. Subsections 2.6.2., 2.6.3. and 2.6.4. apply to a line of credit combined with term or tenure payments.
- 2.7.3. If Borrower combines a line of credit with a term or tenure payment plan, the Principal Limit is divided into: (a) an amount for the line of credit payments, including repair and property charge set aside, (b) an amount for monthly payments which shall be calculated under Subsections 2.5.3. or 2.5.4. and (c) an amount for a servicing fee set aside, if required by Lender under Subsection 2.3.4. Amounts designated for line of credit payments and monthly payments increase independently at the same rate as the total Principal Limit increases under Section 1.7. Borrower can request Loan Advances in amounts and at times determined by Borrower, if the requested amount is less than or equal to the difference between (a) the Principal Limit applicable to the line of credit set aside and (b) the portion of the outstanding Principal Balance attributable to draws on the line of credit, including accrued interest and mortgage insurance premium or monthly charge due to the Secretary, but excluding any portion of the Principal Limit set aside under Subsections 2.3.2. and 2.3.4.
- 2.7.4. A Borrower receiving monthly payments in combination with a line of credit may prepay the outstanding mortgage balance in accordance with the terms of the Note.
- 2.8. Change in Payments Generally.
- 2.8.1. Whenever the Principal Balance of the loan is less than the Principal Limit, Borrower may change from any payment plan allowable under this Loan Agreement to another.
- 2.8.2. If Borrower requests that monthly payments be made after a change in payment plan, Lender shall recalculate future monthly payments in accordance with Subsections 2.5.3. or 2.5.4.
- 2.8.3. Lender may charge a fee not to exceed twenty dollars, whenever payments are recalculated and in any other circumstances in which Borrower is required to sign a form acknowledging a change in payment plan as provided in Subsection 2.8.5.
- 2.8.4. Loan Advances under a new payment plan shall be paid to Borrower in the same manner and within the time period required under Sections 2.5., 2.6. or 2.7.
- 2.8.5. Changes in the payment plan must be acknowledged by Borrower by signing a form containing the same information as the attached payment plan (Exhibit 1). Lender shall provide a copy of the completed form to Borrower.
- 2.9. Change in Payments Due to Initial Repairs.
- 2.9.1. If initial repairs after closing, made in accordance with the Repair Rider, are completed without using all of the repair set aside, Lender shall inform Borrower of the completion and the amount then available to the Borrower to be drawn under a line of credit.
- 2.9.2. If initial repairs after closing, made in accordance with the Repair Rider, cannot be fully funded from the repair set aside, any additional Loan Advances needed to complete repairs shall be made in the manner provided under Section 2.16.
- 2.9.3. If initial repairs are not completed when required by the Repair Rider, Borrower shall not request and Lender shall not make any further payments, except as needed to pay for repairs required by the Repair Rider and mandatory Loan Advances under Section 4.5. In order to complete the required repairs, Loan Advances shall be made first from the repair set aside, and then in the manner provided under Section 2.16.

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2.10. Payment of Property Charges.

2.10.1. Borrower may elect to require Lender to use Loan Advances to pay property charges consisting of taxes, hazard insurance premiums, ground rents and special assessments if indicated on the attached payment plan (Exhibit 1). If Borrower has elected to have Lender pay property charges, Borrower may change this election by notifying Lender and at that time Lender shall pay to Borrower any amounts withheld from the Loan Advances to pay property charges.

2.10.2. If Borrower has made the election under Subsection 2.10.1. and Borrower is receiving monthly payments, Lender shall withhold amounts from each monthly payment and use the amounts withheld to make timely payments of property charges. The amounts withheld shall be calculated as provided in Subsection 2.10.3. Amounts withheld from monthly payments shall not be treated as Loan Advances and shall not bear interest except to the extent actually disbursed by Lender.

2.10.3. Lender shall withhold from each monthly payment an amount to pay (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for fire, flood and other hazard insurance required by the Security Instrument. Each monthly withholding for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender. The full annual amount for each item shall be paid by Lender before an item would become delinquent. Lender shall add the amounts for items (a), (b) and (c) to the Principal Balance when paid. If at any time the withholding for item (a), (b), or (c) exceeds the amount of actual property charges, Lender shall pay the excess withholding to Borrower and add it to the Principal Balance. If the total of the withholding for item (a), (b), or (c) is insufficient to pay the item when due, the amount necessary to make up the deficiency on or before the date the item becomes due shall be paid as a Loan Advance in the manner provided under Section 2.16.

2.10.4. If Borrower has made the election under Subsection 2.10.1 and Borrower is not receiving monthly payments, Lender shall make Loan Advances under the line of credit payment plan as needed to make timely payments of property charges, provided that no such Loan Advance shall exceed the amount permitted by Section 2.6.1.

2.10.5. If Borrower fails to pay the property charges in a timely manner, and has not elected to have Lender make the payments, Lender shall pay the property charges as a Loan Advance as required under Section 2.16. If a pattern of missed payments occurs, Lender may establish procedures to pay the property charges from Borrower's funds as if Borrower elected to have Lender pay the property charges.

2.10.6. Lender shall immediately notify any Borrower who has made the election under Subsection 2.10.1, whenever Lender determines that amounts available from monthly payments or line of credit payments will be insufficient to pay property charges.

2.11. Insurance and Condemnation Proceeds. If insurance or condemnation proceeds are paid to Lender, the Principal Balance shall be reduced by the amount of the proceeds not applied to restoration or repair of the damaged Property and the available loan funds shall be recalculated. At the same time, the Principal Limit also shall be reduced by the amount of the proceeds applied to reduce the Principal Balance.

2.12. Interest.

2.12.1. Interest shall be calculated as provided in the Loan Documents.

2.12.2. Interest shall accrue daily and be added to the Principal Balance as a Loan Advance at the end of each month.

2.13. Mortgage Insurance Premium (MIP); Monthly Charge.

2.13.1. Monthly MIP shall be calculated as provided in HUD Mortgagee Letter 2010-34 (Sept. 21, 2010). If the Security Instrument is held by the Secretary or if the Secretary makes Loan Advances secured by the Second Security Instrument, a monthly charge shall be due to the Secretary and shall be calculated in the same manner as MIP.

2.13.2. The full amount of monthly MIP or monthly charge, including any portion of the MIP retained by a Lender under 24 C.F.R. 206.109, shall be considered to be a Loan Advance to Borrower on the later of the first day of the month or the day Lender pays the MIP to the Secretary, if any MIP is due to the Secretary. In the event that the Note becomes due and payable or the Note is prepaid in full after the first day of the month, Lender may add the accrued MIP to the Principal Balance or the Secretary may add the accrued monthly charge to the Principal Balance.

2.14. Manner of Payment. For purposes of this Section "Borrower" shall not include any person who signed this Loan Agreement but who has a Principal Residence different from the Property. Only a Borrower has a right to receive Loan Advances. Borrowers shall choose to receive Loan Advances by either electronic funds transfer to a bank account designated by all Borrowers or by check mailed to an address designated by all Borrowers, except where all Borrowers agree that payment should be made directly to a third party for the benefit of the Borrowers. Borrowers may change the manner of payment by notifying Lender.

2.15. Protection of Property.

2.15.1. If Borrower vacates or abandons the Property, or if Borrower is in default under the Security Instrument, then Lender may make reasonable expenditures to protect and preserve the Property and those expenditures will be considered Loan Advances as required under Section 2.16.

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- 2.15.2. If Borrower fails to pay governmental or municipal charges, fines or impositions that are not included in Section 2.10, or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property. These expenditures will be considered Loan Advances as required under Section 2.16.
- 2.16. **Unscheduled Payments.** Loan Advances made pursuant to Sections 2.4, 2.9.2, 2.9.3, 2.10.3, 2.10.5, and 2.15, shall be made from a line of credit under Section 2.6, or 2.7, to the extent possible. If no line of credit sufficient to make the Loan Advances exists, any future monthly payments must be recalculated in accordance with Subsection 2.5.3, or 2.5.4, to create a line of credit sufficient to make the Loan Advances.

Article 3 - Late Charge

- 3.1. **Amount Due.** Lender shall pay a late charge to Borrower for any late payment. If Lender does not mail or electronically transfer a scheduled monthly payment to Borrower on the first business day of the month or mail or electronically transfer a line of credit payment to Borrower within 5 business days of the date Lender received the request, the late charge shall be 10 percent of the entire amount that should have been paid to the Borrower for that month or as a result of that request. For each additional day that Lender fails to make payment, Lender shall pay interest on the late payment at the interest rate stated in the Loan Documents. If the Loan Documents provide for an adjustable interest rate, the rate in effect when the late charge first accrues shall be used. In no event shall the total late charge and interest exceed five hundred dollars. Any late charge shall be paid from Lender's funds and shall not be added to the unpaid Principal Balance.
- 3.2. **Waiver.** The Secretary may waive a late charge where the Secretary determines that the late payment resulted from circumstances beyond Lender's control and that no act or omission of Lender contributed to the late payment. At the time Lender requests a waiver, Lender shall inform Borrower that a waiver of late charge has been requested from the Secretary and that the late charge will be sent to Borrower if the waiver is denied. If the Secretary denies the waiver, Lender shall pay to Borrower the late charge and interest that accrued from the date the payment was late until the date the waiver was requested.

Article 4 - Termination of Lender's Obligation to Make Loan Advances

- 4.1. **Loan Due and Payable.** Lender shall have no obligation to make Loan Advances if Lender has notified Borrower that immediate payment in full to Lender is required under one or more of the Loan Documents unless and until the notice is rescinded by Lender.
- 4.2. **Loan Advances by Secretary.** If the Security Instrument has been assigned to the Secretary or the Secretary notifies Lender and Borrower that Loan Advances are secured by the Second Security Instrument, Lender shall have no further obligation to make Loan Advances under this Loan Agreement, unless the Secretary accepts later reimbursement by the Lender for all Loan Advances made, earned or disbursed by the Secretary. The Secretary may establish procedures for handling requests for payments and changes in payment plans during the interval between Lender's notification of intent to assign the Security Instrument to the Secretary and completion of the assignment. Borrower shall be informed of such procedures by Lender and/or the Secretary, and Borrower shall comply with such procedures.
- 4.3. **Loan Status Jeopardized.** Lender shall have no obligation to make further Loan Advances if the Lender or the Secretary determines that the lien status of the Security Instrument or the Second Security Instrument is jeopardized under State laws as described in Paragraph 12(a) of the Security Instrument or Second Security Instrument and the lien status is not extended in accordance with Paragraph 12(a).
- 4.4. **Bankruptcy.** Lender shall have no obligation to make further Loan Advances on or following the date that a petition for bankruptcy of Borrower is filed.
- 4.5. **Mandatory Loan Advances.** Notwithstanding anything in Sections 4.1. through 4.4., all Loan Advances under Sections 2.10. (property charges), 2.12. (interest), 2.13. (MIP or monthly charge), 2.15. (protection of Property) or 2.3.4. (servicing fee) shall be considered mandatory Loan Advances by Lender.
- 4.6. **Prepayment in Full.** Lender shall not make Loan Advances if Borrower has paid the Note in full (or the Second Note, if the Secretary has assumed the Lender's rights and obligations under Article 5).

Article 5 - HUD Obligation

If the Lender has no further obligation to make payments to Borrower because of Section 4.2., the Secretary shall assume the rights and obligations of Lender under this Loan Agreement, except the Secretary shall not assume any obligation of paying flood, fire and other hazard insurance from Loan Advances. If the Secretary makes Loan Advances to Borrower under the Second Security Instrument, the portion of the Principal Limit available for Loan Advances shall be the difference between the current Principal Limit and the combined Principal Balances on the Security Instrument less accrued interest and the Second Security Instrument.

Article 6 - Miscellaneous

- 6.1. **Forbearance Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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- 6.2. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Loan Agreement shall bind and benefit the successors and assigns of Lender. An assignment made in accordance with the regulations of the Secretary shall fully relieve the Lender of its obligations under this Loan Agreement. Borrower may not assign any rights or obligations under this Loan Agreement. Borrower's covenants and agreements shall be joint and several.
- 6.3. **Notices.** Any notice to Borrower provided for in this Loan Agreement shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address shown in the Security Instrument or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice to the Secretary shall be given by first class mail to the HUD National Servicing Center or any other place designated by the Secretary. Any notice provided for in this Loan Agreement shall be deemed to have been given to Borrower, Lender or the Secretary when given as provided in this Section.
- 6.4. **Governing Law; Severability.** This Loan Agreement shall be governed by Federal law and the law of the jurisdiction in which the Property is located. The Lender in this Loan Agreement must comply with the Fair Housing Act, 42 U.S.C. §3601 - 3619, which prohibits discrimination on the basis of race, color, religion, sex, handicap familial status, or national origin. In the event that any provision or clause of this Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Loan Agreement which can be given effect without the conflicting provision. To this end the provisions of this Loan Agreement are declared to be severable.
- 6.5. **Copies.** Lender, Borrower and the Secretary shall each receive one original executed copy of this Loan Agreement when signed by the Secretary.
- 6.6. **When Agreement Becomes Binding.** This Loan Agreement shall bind Lender and Borrower when both Lender and Borrower have signed. This Loan Agreement shall bind the Secretary only when the lender signs on behalf of the Secretary of Housing and Urban Development and a Mortgage Insurance Certificate is issued for the Security Instrument.

BY SIGNING BELOW the parties accept and agree to the terms contained in this Loan Agreement and the exhibits.

Paul B. Calderera (Seal)
PAUL B CALDERERA - Borrower

GENERATION MORTGAGE COMPANY

By: [Signature] (Name of Lender)
Rodrigo Thompson - Funding Analyst

By: _____ (Seal)
Secretary of Housing and Urban Development

By: _____ (Seal)

Exhibit B

1061101579

SCANNED



1st Judicial District
Instrument 2011 9971 T - J1
Filed/Recorded 11/14/2011 10:10 A
Total Fees \$ 21.00
11 Pages Recorded

(Space Above This Line For Recording Data)

This Document Prepared By:

GENERATION

MORTGAGE COMPANY.

3565 PIEDMONT ROAD, NE, STE 300 SUITE 300

ATLANTA, GA 30305

PHONE: 404-995-5500

Return/Mail To: NCS

5814 Lonetree Blvd.

Rocklin, CA 95765

When Recorded Mail To:

GENERATION

MORTGAGE COMPANY

3 PIEDMONT CENTER - 3565 PIEDMONT ROAD, SUITE 300

ATLANTA, GA 30305

PHONE: 404-995-5500

State of Mississippi

FHA Case No. 281-3919575-951

Loan No. 1061101579

MERS MIN 100916410611015795

Indexing: lots 6 to 10

incl K 1 Sea Shore

Subd SEC 22-8-12

Sea Shore Subd

888-958-8060

CLOSED-END FIXED RATE HOME EQUITY CONVERSION DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 26, 2011. The trustor is
PAUL B CALDARERA

whose address is 105 S SEASHORE AVE
LONG BEACH, MISSISSIPPI 39560-5706
PREMIER REVERSE CLOSINGS, LA PALMA
5828 LONETREE BLVD, ROCKLIN, CA 95765

("Borrower"). The trustee is

Mortgage Electronic Registration Systems, Inc. ("MERS"), which is organized and existing under the laws
of Delaware, and whose address is P.O. Box 2026, Flint MI 48501-2026, Tel. (888) 679-MERS.
GENERATION MORTGAGE COMPANY

("Trustee"). The beneficiary is

is organized and existing under the laws of THE STATE OF CALIFORNIA
3565 PIEDMONT ROAD, NE, STE 300 SUITE 300, ATLANTA, GA 30305

("Lender"), and has an address of

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CLDS# MSHECM18IFM Rev. 03-13-09

Mississippi HECM Security Instrument

Page 1



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Name: Caldarera

Customer: GENR

Location: KASOTA

Pool: GNMAHECM-GNMA

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Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the Note, up to a maximum principal amount of

TWO HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED AND NO /100

Dollars (U.S. \$ 226,800.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not due earlier, is due and payable on **FEBRUARY 16, 2095**. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **HARRISON** County, Mississippi:

See Attached Exhibit A

which has the address of **105 S SEASHORE AVE**

LONG BEACH	MISSISSIPPI	39560-5706	("Property Address");
<small>[City]</small>	<small>[State]</small>	<small>[Zip Code]</small>	

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
- 2. Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall

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provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal

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proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. **Inspection.** Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

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- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to SIXTY DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. **Lien Status.**

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit

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the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary. If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any

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notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Paragraph 16, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in HARRISON County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees.

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fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, MIP, Servicing Fees, and other charges shall be obligatory.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all notes evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which the Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

☐ Condominium Rider

☐ Planned Unit Development Rider

☐ Other (Specify)

26. Nominee Capacity of MERS. MERS serves as mortgagee of record and secured party solely as nominee, in an administrative capacity, for Lender and its successors and assigns and holds legal title to the interests granted, assigned, and transferred herein. All payments or deposits with respect to the Secured Obligations shall be made to Lender, all advances under the Loan Documents shall be made by Lender, and all consents, approvals, or other determinations required or permitted of Mortgagee herein shall be made by Lender. MERS shall at all times comply with the instructions of Lender and its successors and assigns. If necessary to comply with law or custom, MERS (for the benefit of Lender and its successors and assigns) may be directed by Lender to exercise any or all of those interests, including without limitation, the right to foreclose and sell the Property, and take any action required of Lender, including without limitation, a release, discharge or reconveyance of this Mortgage. Subject to the foregoing, all references herein to "Mortgagee" shall include Lender and its successors and assigns.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Paul B. Calderera (Seal)
PAUL B CALDARERA - Borrower

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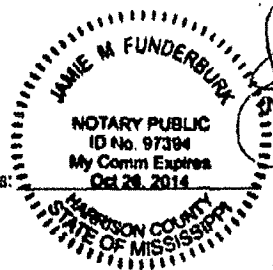
[Space Below This Line For Acknowledgment]

STATE OF MISSISSIPPI

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of October, 20 11, within my jurisdiction, the within named PAUL B CALDARERA

who acknowledged that (he) (she) (they) executed the above and foregoing instrument.



My commission expires:

(Affix official seal, if applicable)

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Order No. 2301-49613

Version 3

UPDATE

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HARRISON, AND IS DESCRIBED AS FOLLOWS:

THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF LONG BEACH, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, TO WIT:

LOTS 6, 7, 8, 9 AND 10, BLOCK 1, SEA SHORE SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

PARCEL NUMBER(S): 0512H-02-091.000

Exhibit C



J1 - GULFPORT DISTRICT
INSTRUMENT 2021-0027938-T-J1
FILED/RECORDED 9/30/2021 2:23:01 PM
TOTAL FEES \$37.00
2 PAGES RECORDED

Prepared By and Return To:
Murat Deniz
Collateral Department
Meridian Asset Services, LLC
3201 34th Street South, Suite 310
St. Petersburg, FL 33711
(239) 351-2442

Space above for Recorder's use

Loan No: 4094907



15418117

ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS**, whose address is 1901 E. VOORHEES ST., SUITE C, DANVILLE, IL 61834; P.O. BOX 2026, FLINT, MI 48501-2026, PHONE#: 800-646-6377, (ASSIGNOR), does hereby grant, assign and transfer to **MORTGAGE ASSETS MANAGEMENT, LLC**, whose address is 12345 N LAMAR BLVD STE 125, AUSTIN, TX 78753, PHONE#: N/A, (ASSIGNEE), its successors, transferees and assigns forever, all interest, all liens, and any rights due or to become due thereon under that certain deed of trust described below.

Date of Deed of Trust: 10/26/2011

Original Loan Amount: \$226,800.00

Executed by (Borrower(s)): PAUL B CALDARERA

Original Trustee: PREMIER REVERSE CLOSINGS, LA PALMA

Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS

Filed of Record: In Book N/A, Page N/A

Document/Instrument No: 2011 9971 T-J1 in the Recording District of Harrison 1st Judicial District (Gulfport), MS, Recorded on 11/14/2011.

Property more commonly described as: 105 S SEASHORE AVE, LONG BEACH, MISSISSIPPI 39560-5706

MIN# 100916410611015795

MERS PH# 1-888-679-MERS

4094907 Project Clover Whole 15418117

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: SEP 21 2021

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR
GENERATION MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS

By: Kim Gentry
Title: Assistant Secretary

Witness Name: Kelli Thompson

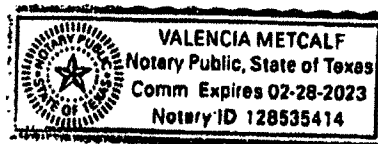
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of Texas
County of Denton

On SEP 21 2021, before me, Valencia Metcalf, a Notary Public, personally appeared Kim Gentry, Assistant Secretary of for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct. I further certify Kim Gentry, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal

(Notary Name): Valencia Metcalf
My commission expires: FEB 28 2023



PHH**Exhibit D****MORTGAGE**

PO Box 24606, West Palm Beach, FL 33416

April 11, 2024

Paul B Caldarera
105 S Seashore Ave.,
Long Beach, MS 39560-5706

Loan Number: 1061101579
Reference Number: 224346
Mortgagor: Paul B Caldarera
Property: 105 S Seashore Ave.,
Long Beach, MS 39560-5706

Dear Customer,

Thank you for the recent communication regarding the account referenced above in which you requested documentation supporting the necessity of wind insurance for your property.

The determination of insurance is a state requirement that must be strictly followed. The state determines whether wind insurance is required for your property, and you must meet this requirement by obtaining the appropriate coverage.

While there may not be specific documentation mandating windstorm insurance for your property, the mortgage agreement explicitly requires the borrower to obtain insurance for **all** current and future property improvements, safeguarding against a range of risks **including hazards, casualties, and contingencies like fire.**

This insurance must be maintained in the amounts and for the periods required by the lender or the Secretary of Housing and Urban Development. This information is found in Section 3: Fire, Flood, and Other Insurance. We have enclosed the mortgage agreement for your careful review.

Should you have questions, you may contact Marcell Stewart or another default representative from the team at 866-799-7724 during their regular business hours of 8:00 a.m. – 7:00 p.m. Eastern Time Monday through Friday.

Sincerely,

Loan Servicing

reverse.mortgagequestions.com

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

This letter states "The state determines whether wind insurance is required for your property, and you must meet this requirement by obtaining the appropriate coverage."

It also has the wrong interpretation of the word "all" in paragraph 3 on page 3 of the attached deed of trust.

** The mortgage document commission officer said this is no such requirement.*

** Incorrect interpretation.*

Exhibit E

Client Id: RMS/FCAOL
Loan #: 224346-ER

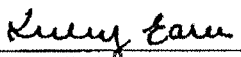


ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, MORTGAGE ASSETS MANAGEMENT, LLC, whose address is c/o PHH Mortgage Corporation d/b/a PHH Mortgage Services, 1661 Worthington Road, Ste. 100, West Palm Beach, FL 33409, does hereby assign and transfer to **BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST** whose address is c/o Mortgage Assers Management, LLC, 14405 Walters Road, Suite 200, Houston, TX 77014, all its right, title and interest in and to the described Deed of Trust executed by **PAUL B CALDARERA** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS** for **\$226,800.00**, dated 10/26/2011 of record on 11/14/2011 as Document 2011 9971-T-J1, in the **HARRISON 2ND DISTRICT** County Clerk's Office, State of **MISSISSIPPI**.
Property Address: 105 S Seashore Ave, Long Beach, MISSISSIPPI 39560-5706
Legal description: SEE ATTACHED EXHIBIT "A"
Parcel: 0512H-02-091.000

Executed this 05/20/2024

**MORTGAGE ASSETS MANAGEMENT, LLC BY AND THROUGH ITS ATTORNEY IN FACT,
PHH MORTGAGE CORPORATION D/B/A PHH MORTGAGE SERVICES**


By: Kelley Earle
Title: Senior Servicing Operations Specialist

Prepared By And
After Recording Return To:

DS DocSolutionUSA

DocSolutionUSA, LLC, dba DocSolution, Inc.

Warren E. Johnsey, Attorney at Law
2316 Southmore
Pasadena, TX 77502
713-941-4928

DocSolutionUSA, LLC, d/b/a DocSolution, Inc. did not prepare a title search of the Property described in the document below. The Preparer of this document makes no representation as to the status and validity of, including, but not limited to, the title, loan history, boundary survey, property use, or zoning regulations of the Property assigned, transferred, conveyed, released, or any other disposition of the Property. Information herein was provided to preparer by Grantor/Grantee and/or their Agent.

Assignor phone number is 888-918-1110

Assignee phone number is _____

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means ☒ physical presence ☐ online notarization, this 05/20/2024 by Kelley Earle, Senior Servicing Operations Specialist of PHH Mortgage Corporation d/b/a PHH Mortgage Services, a New Jersey Corporation, as Attorney in Fact for MORTGAGE ASSETS MANAGEMENT, LLC, ITS SUCCESSORS AND ASSIGNS, a corporation, on behalf of the corporation. He/She is personally known to me.

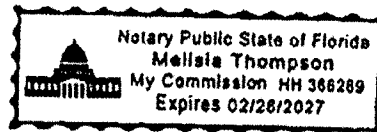
Given under my hand and seal of office this 20th day of May, A.D. 2024.

Melisia Thompson

Notary Public in and for the State of Florida

Notary's Printed Name: **Melisia Thompson**

My Commission Expires: **02/26/2027**



For \$226,800.00 dated 10/26/2011



Order No. 2301-49613
Version 3
UPDATE

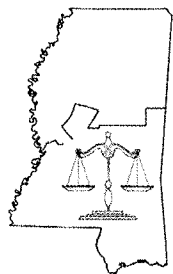
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LEGAL DESCRIPTION

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THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF LONG BEACH, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, TO WIT:

LOTS 8, 7, 8, 9 AND 10, BLOCK 1, SEA SHORE SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

PARCEL NUMBER(S): 0512H-02-001.000

Exhibit F**MISSISSIPPI CENTER FOR LEGAL SERVICES CORPORATION**serving **43** counties**URGENT ATTENTION REQUIRED****CEASE AND DESIST DEMAND**

August 20, 2024

“Equal Justice for All”

☐ **Administrative, VOCA
& Hattiesburg Office**
111 East Front Street (39401)
Post Office Drawer 1728
Hattiesburg, MS 39403-1728
(601) 545-2950
(800) 773-1737
Fax: (601) 545-2935

☐ **Gulfport Office**
520 E. Pass Road, Suite J (39506)
Post Office Box 8691
Gulfport, MS 39507
(228) 896-9148
(877) 664-0238
Fax: (228) 896-9345

☒ **Jackson, VOCA &
State Initiatives Office**
414 South State Street
Suite 300 (39201)
Post Office Box 951
Jackson, MS 39205-0951
(601) 948-6752
(800) 959-6752
Fax: (601) 948-6757
Fax: (601) 948-6759

☐ **McComb Office**
221 Main Street (39648)
Post Office Box 575
McComb, MS 39649-0575
(601) 684-0578
(800) 898-0985
Fax: (601) 684-0575

☐ **Meridian Office**
2305 Fifth Street
2nd Floor (39302)
Post Office Box 1931
Meridian, MS 39302-1931
(601) 693-5470
(888) 631-9161
Fax: (601) 693-5473

PHH Mortgage Services
P.O. Box 66002
Lawrenceville, NJ 08648

Rubin Lublin, LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071

Re: Mr. Paul Bernard Caldarera
Loan Number: 1061101579
105 South Seashore Ave
Long Beach, MS 39560

To Whom It May Concern:

Our corporation represents Mr. Paul Caldarera concerning the above-referenced Reverse Mortgage Loan serviced by PHH Mortgage Services. I am writing to formally demand that PHH Mortgage Services immediately cease all foreclosure proceedings initiated against my client's property located at the above address. The pending foreclosure is illegal and invalid, in that it is based on the alleged non-payment of premiums for force-placed wind damage insurance that PHH Mortgage Services unilaterally imposed on the property.

1. Lack of Contractual Basis for Force-Placed Insurance: The Deed of Trust governing the mortgage loan in question expressly requires my client to maintain insurance for hazards, casualties, and contingencies, including fire, as do all similar deeds of trust. However, it does not explicitly mandate wind damage insurance, notwithstanding that wind damage insurance was available at the time of the origination of this mortgage. Since wind damage is a significant and material issue for property located on the Gulf Coast, it is evident that the parties did not intend to require such coverage. In fact, had such coverage been required of my client, he would have been financially unable to perform under the agreement. In fact, the course of conduct of the parties under the agreement over the first ten or more years was clear evidence that the parties did not intend for such coverage to be required. Therefore, the imposition of force-placed wind insurance by PHH Mortgage Services is unwarranted, not supported by the terms of the Deed of Trust and is a breach of the agreement by PHH.

PHH Mortgage Services, et. al
August 20, 2024

Page 2

2. Violation of RESPA: Under the Real Estate Settlement Procedures Act (RESPA), specifically 12 C.F.R. § 1024.37, PHH Mortgage Services is prohibited from charging my client for force-placed insurance. Wind insurance was neither required by the Deed of Trust nor necessary under the broad terms of "hazards" and "contingencies." The failure to adhere to RESPA's strict requirements regarding force-placed insurance is grounds for immediate cessation of the foreclosure.

3. Bad Faith and Unjust Enrichment: PHH is the successor servicer for the mortgage, which is owned by successor lender/owners. Section 15 of the Deed of Trust binds the lender to honor all covenants and agreements in the agreement. By imposing unnecessary and unauthorized force-placed insurance, PHH Mortgage Services has acted in bad faith and sought to unjustly enrich itself at my client's expense by shifting the burden of the risk that was not agreed upon by the parties to the original agreement. The subsequent attempt to foreclose on the property based on non-payment of these improper charges is both legally and morally indefensible.

DEMAND

In light of the above, we hereby demand on behalf of Mr. Paul Caldarera that PHH Mortgage Services:

1. Immediately cease all foreclosure activities, including any scheduled foreclosure sales, notices, or related actions.
2. Remove any force-placed wind insurance charges from my client's account.
3. Provide written confirmation no later than 12:00 p.m. central standard time on Friday, August 23, 2024, that the foreclosure has been halted and that the account has been corrected. Time is of the essence.

Failure to comply with these demands will leave my client with no alternative but to pursue all available legal remedies, including filing a lawsuit for breach of contract, violations of RESPA, and other applicable claims. Please be advised that in such an event, my client will seek damages, attorneys' fees, and any other relief the court deems appropriate.

I trust that PHH Mortgage Services will take the necessary steps to resolve this matter promptly and avoid further legal action.

Please direct all future correspondence regarding this matter to my office.

Respectfully submitted,



W. David Watkins, Sr.

Cc: Mr. Paul Caldarera

PHH Mortgage Services, et. al
August 20, 2024

Page 3

James Wright, Esq.

Enclosures (1): Authorization to Release Information

W. David Watkins, Sr.

wwatkins@mslegalservices.org

Foreclosure Defense Staff Attorney

414 South State Street

Suite 300

Post Office Box 951

Jackson, MS 39205-0951

(601) 427-3650

MISSISSIPPI CENTER FOR LEGAL SERVICES CORPORATION
Serving 43 Counties

TO: _____

FROM: _____ SSN: 437-56-4171

RE: AUTHORIZATION TO RELEASE INFORMATION

I, Paul B. Caldara, the undersigned, do hereby attest that I have retained Mississippi Center for Legal Services Corporation (MCLSC), to represent me.

I hereby consent to and authorize the disclosure of all information contained within my files to MCLSC. I authorize the release of this information over the telephone, by letter, or in person.

I further request and authorize that a copy of all correspondence sent to me be sent to MCLSC.

Unless revoked by me in writing, this consent shall be valid for one hundred eighty (180) days or for the life of my current application for assistance or problem, whichever is greater.

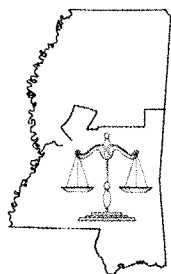
DATED this the 12 day of August, A.D., 2024.

Paul B. Caldara
SIGNATURE

105 E. Seashore Ave.
STREET

Long Beach, MS 39560
CITY STATE ZIP CODE

Effective 08/06/12



MISSISSIPPI CENTER FOR LEGAL SERVICES CORPORATION

serving **43** counties

URGENT ATTENTION REQUIRED

August 20, 2024

“Equal Justice for All”

☐ **Administrative, VOCA
& Hattiesburg Office**
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(800) 773-1737
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PHH Mortgage Services
P.O. Box 66002
Lawrenceville, NJ 08648

Rubin Lublin, LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071

Bank of New York Mellon Trust
Company, N.A.
as Trustee for Mortgage Assets Management Series I Trust
240 Greenwich St,
New York, NY 10286

Re: Mr. Paul Bernard Calderera
Loan Number: 1061101579
105 South Seashore Ave
Long Beach, MS 39560

To Whom It May Concern:

Please treat this letter as a “**notice of error**” and “**request for information**” under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2605(e) (“RESPA”), and Regulation X, 12 C.F.R. §§ 1024.35, 1024.36. This letter also should be considered as notice of ***Demand to Cease and Desist Foreclosure Proceedings.***

This request is made on behalf of our client, **Paul Bernard Calderera**, based on his dispute of the amount alleged to be due and owing contained in the Attorney’s Notice of Acceleration and Foreclosure on behalf of the PHH Mortgage Services.

In your letter of April 11, 2024 (attached as Exhibit “A”), to Mr. Calderera, you have represented to him that the State of Mississippi requires wind insurance coverage on the property. That is simply false and a fraudulent misrepresentation of the insurance laws of Mississippi designed to force Mr. Calderera to purchase insurance that he was not required to purchase.

You claim that Section 3 of the Deed of Trust requires Mr. Calderera to secure wind insurance coverage, at your demand. That is likewise not true and is a

PHH Mortgage Services, et. al
August 20, 2024

Page 2

further misrepresentation by your company. There is ***no provision*** in the Deed of Trust, or any other agreement we can find, that specifically requires wind damage insurance coverage. That is simply your company's improper interpretation which constitutes a material substantive change in the contractual obligations of my client under the Deed of Trust.

You have further insinuated that the insurance requirements you have are now illegally demanding from Mr. Calderera may be required by the Secretary of Housing and Urban Development. That is likewise untrue and a fraudulent misrepresentation to my client clearly asserted to induce him to bear a risk of exposure, and to incur a substantial expense that he simply cannot afford to incur and should not be forced to incur.

When Mr. Calderera entered into the Reverse Mortgage Agreement (RMA) with Generation Mortgage Company, there was ***NO REQUIREMENT*** that the homeowner would need to secure wind coverage. While that certainly could have been the case at the time that the agreement was executed, it was not. It was not required by the original lender, and its successors in interest continued to honor that agreement not to require such coverage. Quite frankly, the cost of wind coverage is such a substantial condition that Mr. Calderera, being in a fixed low-income position, would likely not even have considered entering into such an agreement had it been required. Not having such an insurance requirement was a material and prerequisite consideration for entering into the agreement.

Your company has breached its obligations under the Reverse Mortgage Agreement, in an effort to shift a risk to my client that was not agreed to in the very beginning. Recognizing that the cost of wind coverage is material and significant, it was a risk that was undertaken by the lender at the time of the execution of the RMA.

You cannot unilaterally change the terms of the agreement simply because you might not like the deal that was struck by your predecessor in interest!

Respectfully, I would direct your attention to Section 15 of the Deed of Trust, which provides, in part:

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

The consideration for entering the contract for the Reverse Mortgage Agreement was preconditioned upon provisions not requiring wind coverage insurance, even though it was available in the marketplace. Any successors in interest to the lender are clearly bound to the same terms, conditions, and consideration at the time of the execution of the original agreement.

Your actions constitute a clear violation of RESPA, 12 U.S.C. §2605(k)(1)(A), which would give rise to an action in federal court for damages, including legal fees, actual damages to the borrow, and noncompliance damages of \$2,000.00.

PHH Mortgage Services, et. al
August 20, 2024

Page 3

Please be advised that we intend to file a complaint on behalf of Mr. Calderera with the Consumer Financial Protection Bureau (CFPB) for this illegal conduct.

We demand that you **CEASE AND DESIST** any and all efforts to foreclose on Mr. Calderera's property. Please note that we are sending under separate communication a formal Demand to Cease and Desist any and all foreclosure proceedings.

If this Demand is not honored, we intend to seek legal action in the Chancery Court of Harrison County, Mississippi, and/or the United States District Court for the Southern District of Mississippi, for injunctive relief, breach of contract, violation of RESPA, and common law fraud.

With respect to our **Request for Information (RFI)**, we are requesting the following information:

1. Documentation showing Mississippi Law requires that Mr. Calderera secure wind insurance coverage on his property.
2. Documentation showing the Secretary of Housing and Urban development requires that Mr. Calderera secure wind insurance coverage on his property
3. The complete loan history, including but not limited to the following.
4. A copy of the note, deed of trust, any assignments or other documents with respect to this debt.
5. A record of any communications with my client with respect to this debt.
6. A statement of the amount of the debt under the Reverse Mortgage obligation, as of this date. The monthly principal and interest calculations for the Reverse Mortgage debt from beginning of the loan to current date.
7. The amount, payment date, purpose, and recipient of all foreclosure expenses, late charges, appraisal fees, property inspection/preservation fees, force placed insurance charges, legal fees, recoverable corporate advances, and other expenses or costs that have been charged and/or assessed to **Paul Bernard Calderera's** mortgage account from beginning of the loan to current date.
8. The interest rate on the mortgage account.
9. The transaction codes used by creditor's electronic servicing system, if any, that will assist in understanding the entries for transactions listed in the information provided in response to this request.
10. Any notes created by personnel of creditor or any representative of the creditor reflecting communications with my clients about the account.

To the extent that creditor or any representative of the creditor has charged to the **Paul Bernard Calderera's** mortgage account any late fees, appraisal fees, broker price opinion fees, property inspection/preservation fees, legal fees, recoverable corporate advances, and other fees or costs in connection with the notice of acceleration and attorney's claim that the account is in default, **Paul**

PHH Mortgage Services, et. al
August 20, 2024

Page 4

Bernard Caldarera disputes such fees and costs and specifically requests that the account be corrected to delete such fees and costs.

Finally, please indicate the date when you began servicing **Paul Bernard Caldarera**'s mortgage account, and if you acquired the servicing rights in this mortgage account following a transfer of servicing from another servicer, state the name of the prior servicer and the effective date of the transfer of servicing to creditor or any representative of the creditor.

Thank you for taking the time to acknowledge and answer this request as required by the Real Estate Settlement Procedures Act (§ 2605(e)).

Sincerely,



W. David Watkins, Sr.

Cc: Mr. Paul Caldarera
James Wright, Esq.
Honorable Mike Chaney, Commissioner of Insurance for Mississippi

Enclosures (2): PHH Letter dated April 11, 2024
Authorization to Release Information

W. David Watkins, Sr.
wwatkins@mslegalservices.org
Foreclosure Defense Staff Attorney
414 South State Street
Suite 300
Post Office Box 951
Jackson, MS 39205-0951
(601) 427-3650

PHH

MORTGAGE

PO Box 24606, West Palm Beach, FL 33416

April 11, 2024

Paul B Caldarera
105 S Seashore Ave.,
Long Beach, MS 39560-5706

Loan Number: 1061101579
Reference Number: 224346
Mortgagor: Paul B Caldarera
Property: 105 S Seashore Ave.,
Long Beach, MS 39560-5706

Dear Customer,

Thank you for the recent communication regarding the account referenced above in which you requested documentation supporting the necessity of wind insurance for your property.

The determination of insurance is a state requirement that must be strictly followed. The state determines whether wind insurance is required for your property, and you must meet this requirement by obtaining the appropriate coverage.

While there may not be specific documentation mandating windstorm insurance for your property, the mortgage agreement explicitly requires the borrower to obtain insurance for **all** current and future property improvements, safeguarding against a range of risks **including hazards, casualties, and contingencies like fire.**

This insurance must be maintained in the amounts and for the periods required by the lender or the Secretary of Housing and Urban Development. This information is found in Section 3: Fire, Flood, and Other Insurance. We have enclosed the mortgage agreement for your careful review.

Should you have questions, you may contact Marcell Stewart or another default representative from the team at 866-799-7724 during their regular business hours of 8:00 a.m. – 7:00 p.m. Eastern Time Monday through Friday.

Sincerely,

Loan Servicing

reverse.mortgagequestions.com

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

MISSISSIPPI CENTER FOR LEGAL SERVICES CORPORATION
Serving 43 Counties

TO: _____

FROM: _____ SSN: 437-56-4171

RE: AUTHORIZATION TO RELEASE INFORMATION

I, Paul B. Caldarena, the undersigned, do hereby attest that I have retained Mississippi Center for Legal Services Corporation (MCLSC), to represent me.

I hereby consent to and authorize the disclosure of all information contained within my files to MCLSC. I authorize the release of this information over the telephone, by letter, or in person.

I further request and authorize that a copy of all correspondence sent to me be sent to MCLSC.

Unless revoked by me in writing, this consent shall be valid for one hundred eighty (180) days or for the life of my current application for assistance or problem, whichever is greater.

DATED this the 12 day of August, A.D., 2024.

Paul B. Caldarena
SIGNATURE

105 S. Seashore Ave.
STREET

Long Beach, MS 39560
CITY STATE ZIP CODE

Effective 08/06/12

Exhibit H

W. David Watkins

From: Michael Baringer <mbaringer@rlselaw.com>
Sent: Friday, August 23, 2024 1:40 PM
To: W. David Watkins
Cc: Escalations
Subject: [EXTERNAL Email] RE: [EXTERNAL Email] RE: Reverse Mortgage Foreclosure problem

The August 28, 2024 foreclosure sale is being cancelled.

We have requested a reinstatement quote and will provide once it is received.

Respectfully,



Michael Baringer
Senior Foreclosure Attorney

Rubin Lublin, LLC / Rubin Lublin TN, PLLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, Georgia 30071
www.rlselaw.com
Serving Georgia, Mississippi, Tennessee & Alabama

Main: 770-246-3300
Fax: 470-508-9401
Direct: 770-246-3326
mbaringer@rlselaw.com

It is our goal to continually provide personalized service and professional results for our valued partners. If I have exceeded your expectations and addressed your needs in a timely manner, or if I have not met your expectations, please contact Jane Woll, Director of Client Relations (jwoll@rlselaw.com).

PLEASE BE ADVISED THAT THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED DURING OR AS A RESULT OF THIS COMMUNICATION MAY BE USED FOR THAT PURPOSE.

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From: W. David Watkins <wwatkins@mslegalservices.org>
Sent: Friday, August 23, 2024 2:01 PM
To: Michael Baringer <mbaringer@rlselaw.com>
Cc: Escalations <Escalations@rubinlublin.com>
Subject: [EXTERNAL] RE: [EXTERNAL Email] RE: Reverse Mortgage Foreclosure problem

CAUTION: This email originated from outside of Rubin Lublin. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Michael,

Do you an update on the status of the foreclosure set for next week? Obviously, we will be seeking injunctive relief if the foreclosure auction is not cancelled.

Thanks.

David

W. David Watkins, Sr.

wwatkins@mslegalservices.org

Foreclosure Defense Staff Attorney

MS Center for Legal Services Corporation

414 South State Street, Suite 300

P.O. Box 951

Jackson, MS 39205

(601) 427-3650

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From: Michael Baringer <mbaringer@rlselaw.com>

Sent: Wednesday, August 21, 2024 11:06 AM

To: W. David Watkins <wwatkins@mslegalservices.org>

Cc: Escalations <Escalations@rubinlublin.com>; James Wright <jwright@mslegalservices.org>; Tracy Rivers <trivers@mslegalservices.org>

Subject: [EXTERNAL Email] RE: Reverse Mortgage Foreclosure problem

We are escalating to our client and hope to have a response shortly.

Respectfully,



Michael Baringer
Senior Foreclosure Attorney

Rubin Lublin, LLC / Rubin Lublin TN, PLLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, Georgia 30071
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From: W. David Watkins <wwatkins@mslegalservices.org>
Sent: Tuesday, August 20, 2024 1:42 PM
To: Michael Baringer <mbaringer@rlselaw.com>
Cc: Escalations <Escalations@rubinlublin.com>; James Wright <jwright@mslegalservices.org>; Tracy Rivers <trivers@mslegalservices.org>
Subject: [EXTERNAL] Reverse Mortgage Foreclosure problem
Importance: High

CAUTION: This email originated from outside of Rubin Lublin. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

RE: Mr. Paul Bernard Caldarera
Loan Number: 1061101579
105 South Seashore Ave
Long Beach, MS 39560

Michael,

I don't know if you are handling this matter or who in your firm might be. It is a foreclosure on a Reverse Mortgage for our client listed above, for non-payment of force-placed wind damage insurance coverage.

We are challenging this action and would like to bring the matter to your attention, as the foreclosure firm, to consider cancelling the scheduled foreclosure sale, presently set for August 28, 2024.

I would appreciate the opportunity to discuss this matter with whoever in your firm might be handling this.

Thanks.

Regards,

David

W. David Watkins, Sr.

wwatkins@mslegalservices.org

Foreclosure Defense Staff Attorney
MS Center for Legal Services Corporation
414 South State Street, Suite 300
P.O. Box 951
Jackson, MS 39205
(601) 427-3650

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Exhibit I

RUBIN LUBLIN, LLC

Attorneys and Counselors at Law
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071
TEL (877) 813-0992
FAX (470) 508-9401

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Copy Via Regular Mail

February 28, 2025

MS Center for Legal Services Corporation (Borrower Attorney for CALDARERA, PAUL B.)
414 South State Street, Suite 300
P.O. Box 951
Jackson, MS 39205

Notice of Acceleration and Foreclosure

File No.: RMU-24-02805-5
Loan: Deed of Trust from PAUL B CALDARERA to MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS INC. AS BENEFICIARY,
AS NOMINEE FOR GENERATION MORTGAGE COMPANY
("Original Lender")
Property Address: 105 S SEASHORE AVE, LONG BEACH, MS 39560

Please be advised that this law firm represents Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust ("Foreclosing Entity"), successor in interest to the Original Lender on the above-referenced Loan. By separate communication you may have been advised of your rights under the Fair Debt Collection Practices Act (the "FDCPA"), should that Act apply to this proceeding. Nothing in this letter shall prevent you from exercising those rights as set forth in that communication. This letter is to advise you that we have been retained to institute non-judicial foreclosure proceedings against the referenced property. Enclosed you will find a copy of the Notice of Substitute Trustee's Sale that was submitted for publication in connection with a foreclosure sale of the above property. The foreclosure sale is scheduled for **April 9, 2025** ("Sale Date").

The indebtedness secured by said Deed of Trust has been and is hereby declared due because of default under the terms of said Deed of Trust. ***The total amount of the debt owed may consist of unpaid principal balance, any unpaid accrued interest, escrow/impound shortages or credits, late charges, legal fees/costs, and other charges. To find out the amount needed to either bring the Loan current or to pay off the Loan in full, please call 866-503-5559.***
(Continued on back/next page)



NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF MISSISSIPPI
COUNTY OF 1ST DISTRICT HARRISON

WHEREAS, default has occurred in the performance of the covenants, terms and conditions of a Deed of Trust dated October 26, 2011, executed by PAUL B CALDARERA conveying certain real property therein described to PREMIER REVERSE CLOSINGS, LA PALMA, as Trustee, for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, Original Beneficiary, to secure the indebtedness therein described, as same appears of record in the office of the Chancery Clerk of 1st District Harrison County, Mississippi filed and recorded November 14, 2011, at Instrument Number 2011-9971-T-J1; and WHEREAS, the beneficial interest of said Deed of Trust was transferred and assigned to Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust; and WHEREAS, Rubin Lublin, LLC has been appointed as Substitute Trustee; and NOW, THEREFORE, the holder of said Deed of Trust, having requested the undersigned so to do, as Substitute Trustee or his duly appointed agent, by virtue of the power, duty and authority vested and imposed upon said Substitute Trustee shall, on **April 9, 2025** within the lawful hours of sale between 11:00AM and 4:00PM at the front door on the east side of the Courthouse proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, the following described property situated in 1st District Harrison County, Mississippi, to wit:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HARRISON, AND IS DESCRIBED AS FOLLOWS: THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF LONG BEACH, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, TO WIT: LOTS 6, 7, 8, 9 AND 10, BLOCK 1, SEA SHORE SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING. PARCEL NUMBER(S): 0512H-02-091-000

PROPERTY ADDRESS: The street address of the property is believed to be **105 S SEASHORE AVE, LONG BEACH, MS 39560**. In the event of any discrepancy between this street address and the legal description of the property, the legal description shall control.

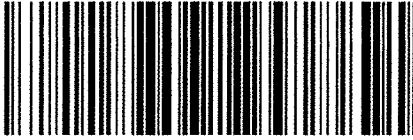
Title to the above described property is believed to be good, but I will convey only such title as is vested in me as Substitute Trustee.

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Rubin Lublin, LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071
rlselaw.com/property-listing



Rubin Lublin, LLC
P.O. Box 502830
San Diego, CA 92150-2830



IMPORTANT INFORMATION
ENCLOSED

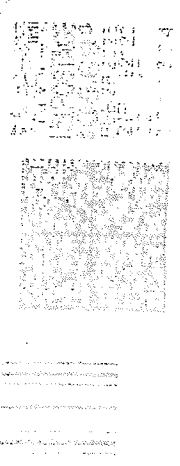
(11) 969 0024 8943 5096 9

Mailed On: 02/28/2025
ClientID: Ru_Lu000904

Order Number: 0006809-01 FC
Reference Number: 24-02805

MS Center for Legal Services Corporation
414 South State Street, Suite 300
P.O. Box 951
Jackson, MS 39205



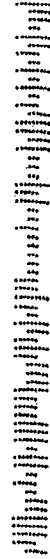


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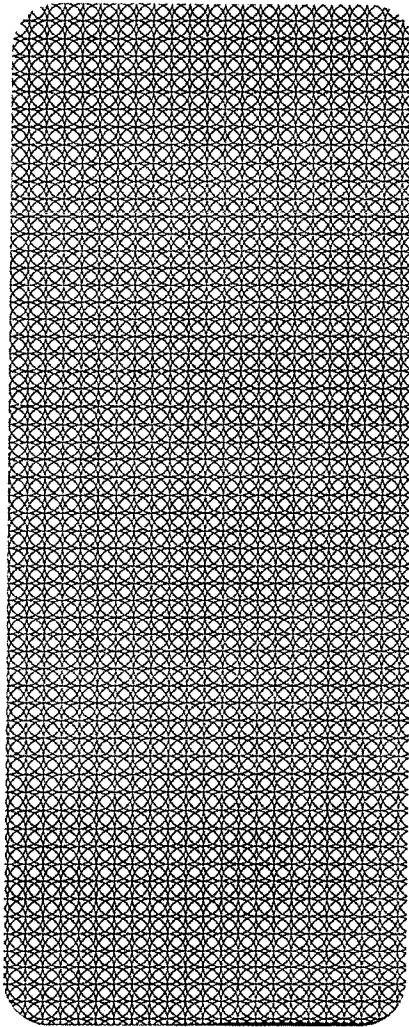
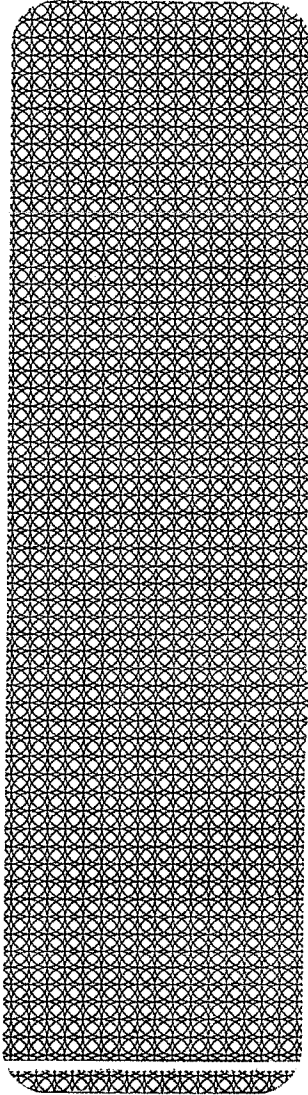
BY:

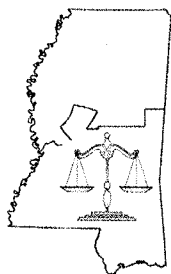
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MAR 7 2 2025

BY:



3920530951 5008





MISSISSIPPI CENTER FOR LEGAL SERVICES CORPORATION

serving **43** counties

March 5, 2025

VIA CERTIFIED MAIL

"Equal Justice for All"

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(800) 773-1737
Fax: (601) 545-2935

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Post Office Box 8691
Gulfport, MS 39507
(228) 896-9148
(877) 664-0238
Fax: (228) 896-9345

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Jackson, MS 39205-0951
(601) 948-6752
(800) 959-6752
Fax: (601) 948-6757
Fax: (601) 948-6759

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McComb, MS 39649-0575
(601) 684-0578
(800) 898-0985
Fax: (601) 684-0575

☐ Meridian Office

2305 Fifth Street
2nd Floor (39302)
Post Office Box 1931
Meridian, MS 39302-1931
(601) 693-5470
(888) 631-9161
Fax: (601) 693-5473

PHH Mortgage Services

P.O. Box 66002

Lawrenceville, NJ 08648

Rubin Lublin, LLC

3145 Avalon Ridge Place, Suite 100

Peachtree Corners, GA 30071

Bank of New York Mellon Trust Company, N.A.

As Trustee for Mortgage Assets Management Series I Trust

240 Greenwich St.

New York, NY 10286

Re: Notice of Error and Request for Information

Mr. Paul Bernard Caldarera

Loan Number: 1061101579

Property Address: 105 South Seashore Ave, Long Beach, MS 39560

To Whom It May Concern,

Pursuant to the Real Estate Settlement Procedures Act ("RESPA"), **12 U.S.C. § 2605(e)** and **12 C.F.R. §§ 1024.35, 1024.36**, this letter serves as both a **Notice of Error (NOE)** and **Request for Information (RFI)** regarding the servicing of the above-referenced reverse mortgage loan.

I. NOTICE OF ERROR

This notice is submitted due to PHH Mortgage Services' imposition of a **fraudulent flood insurance requirement** and potential **false certifications made to HUD** in connection with Mr. Caldera's reverse mortgage. The specific errors are as follows:

- Misrepresentation of HUD Requirements:** PHH falsely claimed that HUD requires flood insurance for Mr. Caldera's reverse mortgage, despite the waiver of such requirement at the time the original loan was closed.
- False Certifications to HUD:** PHH may have submitted certifications to HUD stating that it complied with all FHA HECM servicing regulations while **imposing unauthorized insurance obligations**.

PHH Mortgage Services, et al
March 5, 2025

Page 2

3. **Retaining Overpayments from Federal Funds:** PHH continued to receive FHA insurance benefits while imposing **unauthorized charges**, which may constitute an FCA violation under **31 U.S.C. § 3729 et seq.**
4. **Improper Force-Placed Insurance Practices:** PHH failed to provide proper disclosures and notice before imposing flood insurance, violating **RESPA, 12 U.S.C. § 2605(I) and 12 C.F.R. § 1024.37.**
5. **Failure to Properly Respond to Prior NOE and RFI:** PHH failed to fully address the August 20, 2024, NOE, which pointed out that PHH misrepresented insurance obligations.

II. REQUEST FOR INFORMATION

Pursuant to **12 C.F.R. § 1024.36**, please provide the following documents within **30 business days**:

1. **Any and all documents or communications between PHH and HUD** regarding flood insurance requirements for reverse mortgage loans.
2. **A copy of any certifications made by PHH to HUD** regarding compliance with servicing requirements for this loan.
3. **All internal PHH policies and procedures** regarding force-placed insurance on HECM loans.
4. **Any correspondence or memos** related to PHH's decision to require flood insurance for Mr. Caldera's loan.
5. **All invoices, escrow calculations, and payment records** related to any force-placed insurance imposed on Mr. Caldera's loan.
6. **Any record of payments received from HUD** in connection with Mr. Caldera's loan from 2021 to present.

III. DEMAND FOR CORRECTIVE ACTION

We demand that PHH immediately:

- **Cease all foreclosure proceedings** related to the improper flood insurance charge.
- **Remove all charges related to force-placed flood insurance** from Mr. Caldera's account.
- **Provide written confirmation** that PHH has not falsely certified compliance with HUD regulations.
- **Correct any records that have been submitted to HUD** with false information regarding flood insurance.

If PHH fails to respond adequately within the required timeframe, we will pursue **litigation under RESPA, the False Claims Act, and all other applicable federal and state laws.**

Please direct all future correspondence regarding this matter to my office.

PHH Mortgage Services, et al
March 5, 2025

Page 3

Respectfully submitted,



W. David Watkins, Sr.

Cc: Mr. Paul Caldarera
C. Elise Hickman Lowery, Esq.
Director of Litigation, MCLSC
Telephone: 228.260.0933, ext. 2507
celowery@mslegalservices.org

W. David Watkins, Sr.
wwatkins@mslegalservices.org
Foreclosure Defense Staff Attorney
414 South State Street
Suite 300
Post Office Box 951
Jackson, MS 39205-0951
(601) 427-3650

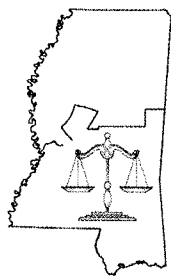
Exhibit K

W. David Watkins

From: Reverse Customer Assist <customerassist@phhreverse.com>
Sent: Monday, March 10, 2025 3:29 PM
To: W. David Watkins
Subject: [EXTERNAL Email] Auto Reply: We Received Your Message

Thank you for your email to PHH Mortgage Services. This is a confirmation that we have received your request regarding your reverse mortgage. We will promptly review your request, perform any required research and email you a detailed response. Please contact us if you have any questions.

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March 5, 2025

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PHH Mortgage Services, et al
March 5, 2025

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PHH Mortgage Services, et al
March 5, 2025

Page 3

Respectfully submitted,



W. David Watkins, Sr.

Cc: Mr. Paul Caldarera
C. Elise Hickman Lowery, Esq.
Director of Litigation, MCLSC
Telephone: 228.260.0933, ext. 2507
celowery@mslegalservices.org

W. David Watkins, Sr.
wwatkins@mslegalservices.org
Foreclosure Defense Staff Attorney
414 South State Street
Suite 300
Post Office Box 951
Jackson, MS 39205-0951
(601) 427-3650

RUBIN LUBLIN, LLC

Attorneys and Counselors at Law
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071
TEL (877) 813-0992
FAX (470) 508-9401

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Copy Via Regular Mail**

February 28, 2025

MS Center for Legal Services Corporation (Borrower Attorney for CALDARERA, PAUL B.)
414 South State Street, Suite 300
P.O. Box 951
Jackson, MS 39205

Notice of Acceleration and Foreclosure

File No.: RMU-24-02805-5
Loan: Deed of Trust from PAUL B CALDARERA to MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS INC. AS BENEFICIARY,
AS NOMINEE FOR GENERATION MORTGAGE COMPANY
("Original Lender")
Property Address: 105 S SEASHORE AVE, LONG BEACH, MS 39560

Please be advised that this law firm represents Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust ("Foreclosing Entity"), successor in interest to the Original Lender on the above-referenced Loan. By separate communication you may have been advised of your rights under the Fair Debt Collection Practices Act (the "FDCPA"), should that Act apply to this proceeding. Nothing in this letter shall prevent you from exercising those rights as set forth in that communication. This letter is to advise you that we have been retained to institute non-judicial foreclosure proceedings against the referenced property. Enclosed you will find a copy of the Notice of Substitute Trustee's Sale that was submitted for publication in connection with a foreclosure sale of the above property. The foreclosure sale is scheduled for **April 9, 2025** ("Sale Date").

The indebtedness secured by said Deed of Trust has been and is hereby declared due because of default under the terms of said Deed of Trust. ***The total amount of the debt owed may consist of unpaid principal balance, any unpaid accrued interest, escrow/impound shortages or credits, late charges, legal fees/costs, and other charges. To find out the amount needed to either bring the Loan current or to pay off the Loan in full, please call 866-503-5559.***
(Continued on back/next page)



NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF MISSISSIPPI
COUNTY OF 1ST DISTRICT HARRISON

WHEREAS, default has occurred in the performance of the covenants, terms and conditions of a Deed of Trust dated October 26, 2011, executed by PAUL B CALDARERA conveying certain real property therein described to PREMIER REVERSE CLOSINGS, LA PALMA, as Trustee, for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS BENEFICIARY, AS NOMINEE FOR GENERATION MORTGAGE COMPANY, Original Beneficiary, to secure the indebtedness therein described, as same appears of record in the office of the Chancery Clerk of 1st District Harrison County, Mississippi filed and recorded November 14, 2011, at Instrument Number 2011-9971-T-J1; and
WHEREAS, the beneficial interest of said Deed of Trust was transferred and assigned to Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust; and
WHEREAS, Rubin Lublin, LLC has been appointed as Substitute Trustee; and
NOW, THEREFORE, the holder of said Deed of Trust, having requested the undersigned so to do, as Substitute Trustee or his duly appointed agent, by virtue of the power, duty and authority vested and imposed upon said Substitute Trustee shall, on **April 9, 2025** within the lawful hours of sale between 11:00AM and 4:00PM at the front door on the east side of the Courthouse proceed to sell at public outcry to the highest and best bidder for cash or certified funds ONLY, the following described property situated in 1st District Harrison County, Mississippi, to wit:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF HARRISON, AND IS DESCRIBED AS FOLLOWS: THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF LONG BEACH, HARRISON COUNTY, FIRST JUDICIAL DISTRICT, MISSISSIPPI, TO WIT: LOTS 6, 7, 8, 9 AND 10, BLOCK 1, SEA SHORE SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING. PARCEL NUMBER(S): 0512H-02-091-000

PROPERTY ADDRESS: The street address of the property is believed to be **105 S SEASHORE AVE, LONG BEACH, MS 39560**. In the event of any discrepancy between this street address and the legal description of the property, the legal description shall control.

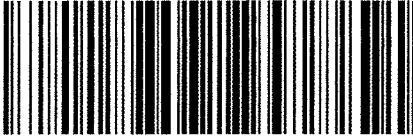
Title to the above described property is believed to be good, but I will convey only such title as is vested in me as Substitute Trustee.

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Rubin Lublin, LLC
3145 Avalon Ridge Place, Suite 100
Peachtree Corners, GA 30071
rlselaw.com/property-listing



Rubin Lublin, LLC
P.O. Box 502830
San Diego, CA 92150-2830



IMPORTANT INFORMATION
ENCLOSED

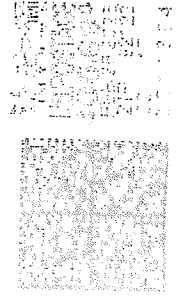
(11) 969 0024 8943 5096 9

Mailed On: 02/28/2025
ClientID: Ru_Lu000904

Order Number: 0006809-01 FC
Reference Number: 24-02805

MS Center for Legal Services Corporation
414 South State Street, Suite 300
P.O. Box 951
Jackson, MS 39205





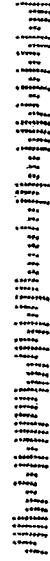
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MAR 9 4 2025

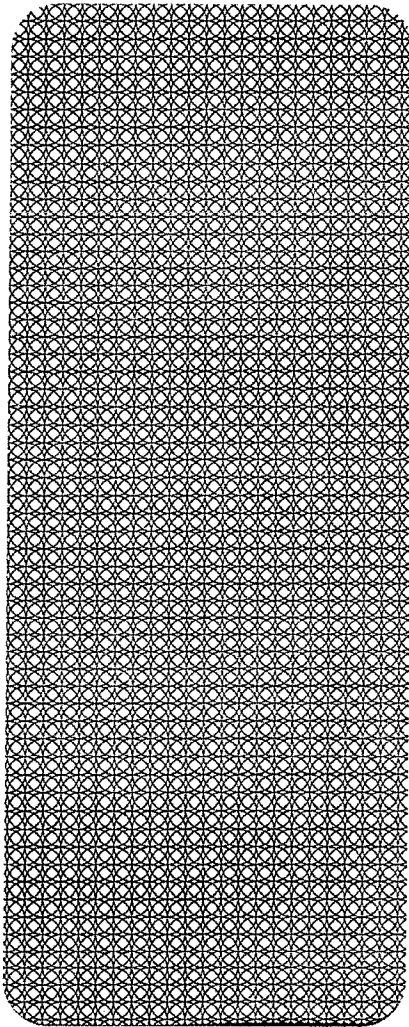
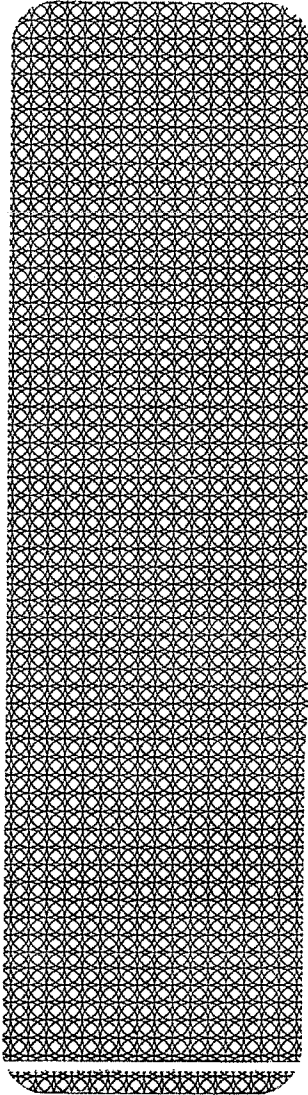
BY:

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IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

PAUL B. CALDARERA,
Plaintiff,

v.

PHH MORTGAGE CORPORATION and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT SERIES I
TRUST,
Defendants.

CIVIL ACTION NO.: 25-687 MA

**AMENDED COMPLAINT FOR DECLARATORY JUDGMENT, TEMPORARY
RESTRAINING ORDER, PRELIMINARY INJUNCTION, AND PERMANENT
INJUNCTION**

COMES NOW, the Plaintiff, Paul B. Caldarera, by and through undersigned counsel, and files this Complaint for Declaratory Judgment, Temporary Restraining Order (TRO), Preliminary Injunction, and Permanent Injunction against PHH Mortgage Corporation and Bank of New York Mellon Trust Company, N.A., as Trustee for Mortgage Assets Management Series I Trust (collectively, "Defendants"), to prevent the wrongful foreclosure of Plaintiff's property and seek clarification of the rights and obligations under the mortgage agreement

I. PARTIES AND JURISDICTION

1. Plaintiff, PAUL B. CALDARERA, is an adult resident citizen of Harrison County, Mississippi, residing at 105 South Seashore Avenue, Long Beach, Mississippi 39560.
2. Defendant, PHH MORTGAGE CORPORATION, is a mortgage servicing company authorized to do business in the State of Mississippi and may be served with process

CORPORATION SERVICE COMPANY, 109 Executive Drive, Suite 3, Madison, MS 39110.

3. Defendant, BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST, is a financial institution and may be served with process at 240 Greenwich Street, New York, New York 10286.
4. This Court has jurisdiction pursuant to Miss. Code Ann. § 9-5-81 and venue is proper in Harrison County, Mississippi, where the subject property is located.

II. FACTS

5. On October 26, 2011, Plaintiff obtained a reverse mortgage from Generation Mortgage Company, secured by a Deed of Trust on his property located at 105 South Seashore Avenue, Long Beach, Mississippi 39560. The Reverse Mortgage Loan Agreement and the Deed of Trust are attached as Exhibits “A” and “B” respectively.
6. Paragraph 3 of the Deed of Trust is entitled “Fire, Flood and Other Hazard Insurance.” It requires the borrower to insurance the property against “hazards, casualties, and contingencies, including fire,” as do most all similar deeds of trust. However, absent from that paragraph is any requirement that the borrower maintain wind damage insurance, notwithstanding that wind damage insurance was available at the time of the origination of this mortgage. In fact, nowhere in the document is there a single mention of the word “wind,” nor is there any express provision that would require the borrow to secure wind damage insurance. Since wind damage is a significant and material issue to be considered

for property located on the Gulf Coast, it becomes evident that the parties did not intend to require such coverage.

7. Section 15 of the Deed of Trust provides in part:

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

8. At the time of loan origination, Plaintiff was not required to obtain wind damage insurance, nor was he asked to secure such insurance coverage. Frankly, he most likely would not have entered into the reverse mortgage agreement in the first place, had such a requirement existed due to financial constraints, being his inability to afford such insurance coverage from the very beginning of the reverse mortgage.
9. Generation Mortgage Company was certainly aware of this situation since it required financial statements from the borrow as a condition to making the loan.
10. On September 21, 2021, the Deed of Trust was assigned From Generation Mortgage Company to Mortgage Assets Management, LLC. Exhibit "C."
11. At some point in time subsequent to the assignment of the Deed of Trust, the servicing responsibility was transferred to PHH MORTGAGE CORPORATION.
12. On June 29, 2023, Mr. Calderara received a letter dated June 20, 2023 from PHH's insurance department, advising that his wind insurance had "expired," that it is required, and that PHH will purchase force-placed wind insurance coverage if Mr. Calderara did not himself secure such coverage. PHH also demanded that the coverage should be effect as of June 19, 2022.
13. On July 29, 2023, Mr. Calderara received a letter dated July 20, 2023 from PHH advising again that the wind damage insurance had "expired," and that it intends to purchase such

coverage for \$1,213.00. Mr. Calderara called PHH and objected to the proposed action by PHH.

14. In response to Mr. Calderara's objection, PHH sent a letter dated August 17, 2023 advising that it had completed its investigation of the wind damage insurance issue, stating that wind insurance coverage is required on all loans.
15. On April 16, 2024, Plaintiff received an unsigned letter from PHH, dated April 11, 2024, regarding the wind insurance requirement. In this letter, PHH stated that the determination of insurance was a state requirement, and that Plaintiff must obtain the appropriate coverage as mandated by the state. This claim is unsupported by both the original deed of trust and the mortgage agreement, as no such provision explicitly requires wind insurance. That is simply false and a fraudulent misrepresentation of the insurance laws of Mississippi designed to force Mr. Calderara to purchase insurance that he was not required to purchase. Exhibit "D."
16. PHH further implied that the wind damage insurance may be required by the Secretary of Housing and Urban Development. That is likewise untrue and a fraudulent misrepresentation to Mr. Calderara, asserted to induce him to bear a risk of exposure, and to incur a substantial expense that he simply cannot afford to incur and should not be forced to incur.
17. On May 20, 2024, the Deed of Trust was subsequently assigned to BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST. See Exhibit "E."

18. On July 22, 2024, Mr. Calderara received a *Notice of Acceleration and Foreclosure* dated July 18, 2024 from Rubin Lublin, LLC, attorneys for Generation Mortgage Company. The letter advised that a foreclosure sale had been set for August 28, 2024.
19. After being engaged as Mr. Calderara's attorneys, our Corporation sent on August 20, 2024, a "Cease and Desist Demand" and a separate RESPA "notice of error/request for information" to PHH Mortgage and Rubin Lublin, LLC, attached as Exhibits "F" and "G," respectively.
20. On August 23, 2024, Michael Baringer, Esq., Senior Foreclosure Attorney with Rubin Lublin LLC, attorneys for defendants, sent an email to our Corporation advising that the foreclosure sale is cancelled. Exhibit "H."
21. On March 4, 2025, our Corporation received by certified mail from Rubin Lublin, LLC, dated February 28, 2025, a second *Notice of Acceleration and Foreclosure*, with respect to Mr. Calderara's mortgage. Exhibit "I."
22. On March 5, 2025, our Corporation sent, via certified mail and email, a second Qualified Written Request, including a Notice of Error and Request for Information with respect to the force-placed wind damage insurance purchased by PHH. Exhibit "J." PHH sent a confirmation of receipt of the request via email, attached as Exhibit "K."
23. Plaintiff contends that the Defendants' actions constitute a breach of the mortgage loan agreement, violations of the Real Estate Settlement Procedures Act (RESPA) and Mississippi Code Section 81-18-55, that such actions are unconscionable, and contrary to numerous tenets of Mississippi law, including the duty of good faith and fair dealing.

III. CAUSES OF ACTION

COUNT ONE: DECLARATORY JUDGMENT

11. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
12. Plaintiff seeks a declaratory judgment that Defendants have no right to require wind insurance under the original mortgage agreement, that even if there might be implied such a requirement, such requirement was knowingly and voluntarily waived, and that Defendants' attempt to impose such a requirement is invalid and contrary to law.

COUNT TWO: TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF

13. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
14. Plaintiff will suffer immediate and irreparable harm if the foreclosure scheduled for April 9, 2025, is allowed to proceed.
15. Plaintiff has a substantial likelihood of success on the merits, as Defendants are attempting to impose a new obligation that was never part of the original agreement or has been was knowingly and voluntarily waived.
16. Plaintiff has no adequate remedy at law, and the balance of equities favors preventing foreclosure pending resolution of this matter.

COUNT THREE: BREACH OF CONTRACT AND UNCONSCIONABILITY

17. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
18. The Defendants' actions in requiring wind insurance constitute a material and unilateral modification of the original reverse mortgage agreement. Such modification was never agreed upon by Plaintiff, and enforcing this term after more than a decade of non-enforcement is not only unconscionable but also represents a violation of Plaintiff's reasonable expectations under the original contract.

19. Plaintiff seeks a permanent injunction to prohibit defendants from requiring wind damage insurance on the property.

20. Plaintiff seeks damages, including actual damages, attorneys' fees, and statutory penalties as permitted under Mississippi law.

COUNT FOUR: VIOLATION OF MISSISSIPPI CODE § 81-18-55

20. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.

21. Defendants have imposed fees and costs that are not authorized by the original contract, in violation of the Mississippi S.A.F.E. Act, specifically, Mississippi Code § 81-18-55.

22. Plaintiff seeks damages, including actual damages, attorneys' fees, and statutory penalties as permitted under Mississippi law.

COUNT FIVE: VIOLATION OF RESPA (12 U.S.C. § 2605, 12 C.F.R. § 1024.37)

23. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.

24. Defendants improperly imposed force-placed wind insurance without compliance with RESPA's notice requirements, are contrary to state contract law and are in violation of RESPA.

25. Defendants' failure to properly respond to Plaintiff's Notice of Error and Request for Information violated RESPA, causing Plaintiff to incur significant harm, including unnecessary costs and delay. Defendants' failure to address the error compounded Plaintiff's financial and emotional distress, and Plaintiff seeks statutory damages as well as actual, consequential, and compensatory damages for these violations.

26. Plaintiff seeks statutory damages pursuant to RESPA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT SIX: VIOLATION OF TILA (15 U.S.C. § 1639g)

26. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
27. Defendants included unauthorized charges for wind insurance in Plaintiff's payoff statement, violating TILA's disclosure requirements.
28. Plaintiff seeks statutory damages pursuant to TILA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT SEVEN: VIOLATION OF FDCPA (15 U.S.C. § 1692e, 1692f)

28. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.
29. Defendants made false representations regarding the necessity of wind insurance, since enforcement of such provisions have been waived, and engaged in unfair debt collection practices, in violation of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692e and § 1692.
30. Defendants' actions in sending misleading letters regarding the necessity of wind insurance and their false representation of the contractual obligations under the mortgage agreement constitute violations of the **Fair Debt Collection Practices Act (FDCPA)**, specifically 15 U.S.C. § 1692e and § 1692f, which prohibit false representations and unfair practices in debt collection.
31. Plaintiff seeks statutory damages pursuant to FDCPA, actual, consequential and compensatory damages, attorney's fees, and costs, and granting any other relief this Court deems just and proper.

COUNT EIGHT: VIOLATION OF UDAAP (12 U.S.C. § 5531)

30. Plaintiff re-alleges and incorporates all prior paragraphs as if fully stated herein.

31. Defendants engaged in deceptive mortgage servicing practices by misrepresenting

Mississippi law and contract terms regarding wind insurance, contrary to 12 U.S.C. §

5531, the Unfair, Deceptive, or Abusive Acts or Practices Act.

32. Plaintiff seeks statutory damages pursuant to UDAAP, actual, consequential and

compensatory damages, attorney's fees, and costs, and granting any other relief this Court

deems just and proper.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court:

A. Issue a Temporary Restraining Order Enjoining Defendants from proceeding with the foreclosure sale of Plaintiff's property pending further order of the Court;


B. Enter a Preliminary and Permanent Injunction prohibiting Defendants from enforcing the wind insurance requirement and foreclosing on Plaintiff's property;

C. Declare that Defendants' actions in imposing wind insurance are unenforceable and a violation of the original mortgage agreement;

D. Award Plaintiff statutory penalties, actual damages, consequential and compensatory damages, attorneys' fees, and costs as permitted under RESPA, TILA, FDCPA, and all other applicable federal and state laws;

E. Grant such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED, this 13th day of ^{May}~~March~~ 2025.

BY: 

**James B. Wright – Managing Attorney at
Mississippi Center for Legal Services**

James B. Wright, MSB# 8791

Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
PH: 228-896-9148 Ext. 2559
Fax: 228-896-9345
jwright@mslegalservices.org

W. David Watkins

(MSB # 6986)
Foreclosure Defense Staff Attorney
Post Office Box 951
Jackson, MS 39205-0951
(601) 427-3650
wwatkins@mslegalservices.org

EXHIBIT 2

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

PAUL B. CALDARERA,
Plaintiff,

v.

PHH MORTGAGE SERVICES and
BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., AS TRUSTEE FOR
MORTGAGE ASSETS MANAGEMENT
SERIES I TRUST,
Defendants.

CIVIL ACTION NO.: 25-687 MA

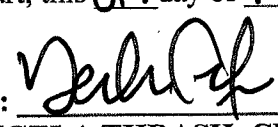
RULE 4 (30 DAYS) SUMMONS

TO: BANK OF NE YORK MELLON TRUST CO, N.A., AS
TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST
240 GREENWICH STREET
NEW YORK, NEW YORK 10286

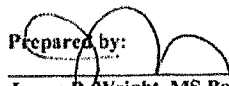
NOTICE TO DEFENDANT THE COMPLAINT OR PETITION, WHICH IS ATTACHED TO
THIS SUMMONS, IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO
PROTECT YOUR RIGHTS.

You are required to mail, or hand deliver a copy of written response for this Petition or
Complaint to the Honorable James B. Wright the attorney for the Plaintiff, whose address
is 520 East Pass Rd., Suite J, Gulfport, MS 39507

Your response must be mailed or delivered no later than (30) days from the date of delivery
of this summons. If your response is not mailed or delivered, a judgment by default will
be entered against you for the relief demanded in this complaint. You must also file the
original of your response with the Clerk of this Court within a reasonable time afterward.
Issued under my hand and the seal of said Court, this 8th day of April, 2025.

BY: , D.C.
ANGELA THRASH, CHANCERY CLERK
HARRISON COUNTY, MISSISSIPPI
POST OFFICE DRAWER CC
GULFPORT, MS 39502

Prepared by:


James B. Wright, MS Bar # 8791
Attorney for Plaintiff
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
Tel: 228-896-9148
Fax: 228-896-9345
jwright@mslegalservices.org

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

PAUL B. CALDARERA,
Plaintiff,

v.

PHH MORTGAGE CORPORATION
and BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS TRUSTEE
FOR MORTGAGE ASSETS
MANAGEMENT SERIES I TRUST,
Defendants.

CIVIL ACTION NO.: 25-687 MA

RULE 81 SUMMONS

TO: BANK OF NEW YORK MELLON TRUST CO, N.A., AS
TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST
240 GREENWICH STREET
NEW YORK, NEW YORK 10286

You have been made a Defendant in the attached above referenced suit filed in this Court by **Paul B. Caldarera**, Plaintiff.

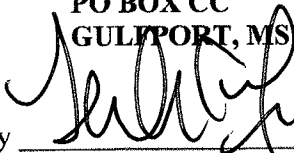
You are summoned to appear and defend against the complaint or petition filed against you in this action at **9:00 a.m., on the 22nd day of May 2025** before the Honorable Judge Alfonso in the courtroom of the **Harrison County Chancery Courthouse in Gulfport, Mississippi**, located at 1801 23rd Ave., and in case of your failure to appear and defend a judgment will be entered against you for the money or other things demanded in the complaint or petition.

You are not required to file an answer or other pleading, but you may do so if you desire.

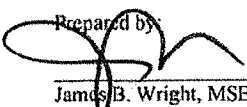
Issued under my hand and the seal of said Court, this the 13th day of May, 2025.

ANGELA THRASH, CHANCERY CLERK
HARRISON COUNTY, MISSISSIPPI
PO BOX CC
GULFPORT, MS 39502

By



Prepared by:


James B. Wright, MSB# 8791
Attorney for Paul B. Caldarera
Mississippi Center for Legal Services Corp.
520 East Pass Rd., Suite J
Gulfport, MS 39507
T: 228-896-9148 Ext. 2559
F: 228-896-9345
jwright@mslegalservices.org

The JS 44 civil cover sheet and the information contained herein neither constitute nor supplement the filing and service of pleadings or other papers required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Paul B. Caldarera

(b) County of Residence of First Listed Plaintiff Harrison
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

James B Wright, Jr., MS Ctr for Legal Services Corp, 520
E Pass Rd, Ste J, Gulfport, MS 39507 (228-896-9148)

DEFENDANTSPHH Mortgage Services and Bank of New York Mellon Trust
Company, N.A., as Trustee, et al.

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

John T. Rouse, McGlichey Stafford, 1020 Highland Colony
Pkwy, Ste 406, Ridgeland, MS 39157 (769-524-2329)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:
Claims surrounding mortgage servicing and foreclosure

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

5/20/25

SIGNATURE OF ATTORNEY OF RECORD

/s/ John T. Rouse

FOR OFFICE USE ONLYRECEIPT # 5691132 AMOUNT \$405.00

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____